

ACCIDENT WAIVER AND RELEASE OF LIABILITY
FURRY LOGIC LLC, D/B/A FUZZY LOGIC ESCAPE ROOM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS ESCAPE ROOM GAME HOSTED BY FURRY LOGIC LLC, doing business as Fuzzy Logic Escape Room, (“Fuzzy Logic”) including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

A. I certify that I:

1. Understand this activity has potential risks including, but not limited to, use of simple tools, potentially moving or lifting objects of not more than five pounds, presence around objects that produce localized magnetic fields or electric currents, mental stress and anxiety, being in a reasonably small space with other people, and possibility to fail to complete assigned mission in the allotted time.
2. Have no physical or mental illness that precludes my participation in a safe manner for myself or others.
3. Am not under the influence of drugs or alcohol which may impair my ability to maintain my safety or awareness or which may endanger others.

B. I acknowledge that:

1. This Accident Waiver and Release of Liability Form (“Form”) will be used by the organizers of the activity in which I may participate, and that it will govern my actions and responsibilities in the activity.
2. All Fuzzy Logic staff or authorized agents may, in their sole discretion, determine that it is unsafe for myself or others for my participation to continue and remove me from the activity by any lawful means.

C. In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. I waive, release, and discharge Fuzzy Logic, its members, employees, agents, and other representatives (collectively the “Fuzzy Logic Parties”) from any and all liability for claims arising out of my participation in activities facilitated by the Fuzzy Logic Parties, including but not limited to claims for my personal injury, property damage or theft, or any other causes of action sounding in contract, tort, or otherwise.
2. To the extent that applicable laws prohibit me from waiving, releasing, or discharging the Fuzzy Logic Parties from liability for the claims described above, I agree that the liability of the Fuzzy Logic Parties for any claims will be limited to the amounts paid to Fuzzy Logic in consideration for my participation in activities facilitated by the Fuzzy Logic Parties.
3. The Fuzzy Logic Parties will have no liability of any kind for any indirect, consequential, punitive, or special damages that may arise out of my participation in activities facilitated by the Fuzzy Logic Parties.
4. I will defend, indemnify, hold harmless, and promise not to sue the Fuzzy Logic Parties from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of any Fuzzy Logic Party(ies) or otherwise.
5. I acknowledge that the Fuzzy Logic Parties are NOT responsible for the errors, omissions, acts, or failures to act of any Party or entity conducting a specific activity on their behalf.
6. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.
7. I understand while participating in this activity, I may be photographed by a person(s) authorized by the Fuzzy Logic Parties. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose. This Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
8. I understand that personally taking photos and video inside of rooms is STRICTLY PROHIBITED. Any public disclosure of said photos or videos, descriptions of secrets, or any information not publicly made available by Fuzzy Logic is a direct violation of this agreement and I agree to defend, indemnify, and hold harmless Fuzzy Logic for losses it may sustain as a result of my violation of this including, but not limited to: damages, loss of business, designing new puzzles and/or rooms to replace any affected aspects of its game play. I understand that these damages may exceed \$50,000.
9. I irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or my participation in activities facilitated by Fuzzy Logic Parties.

If any of the provisions of this agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the agreement as a whole.

For guests 18 years of age or older:

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT AND SUBMITTING THIS FORM, AND I AM SIGNING IT AND SUBMITTING THIS FORM FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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Printed Name

Signature

Date

For parents / legal guardians of guests under 18 years of age:

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AGREE THAT THE STATEMENTS MADE ABOVE APPLY TO THE MINOR(S) IDENTIFIED BELOW. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL IN MY CAPACITY AS PARENT OR LEGAL GUARDIAN OF THE MINOR(S) IDENTIFIED BELOW. I PERMIT THE MINOR IDENTIFIED BELOW TO PARTICIPATE IN THE ESCAPE ROOM. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT AND SUBMITTING THIS FORM, AND I AM SIGNING IT AND SUBMITTING THIS FORM FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Guardian's Name

Guardian's Signature

Date

Printed Minor's Name

(print other minor name(s) below if more than one minor player)