

ESCAPE ROOM PARTICIPATION, RELEASE AND WAIVER AGREEMENT

Egan Escape Productions, LLC operates escape room experiences. The participant (or the participant's parent/guardian) acknowledges that, prior to signing this PARTICIPATION, RELEASE AND WAIVER AGREEMENT, participant has been given the opportunity to review this agreement, ask questions, and (if requested by participant) inspect and have a clear understanding of the facilities, equipment and areas to be used for the subject escape room experience.

Upon signing this PARTICIPATION, RELEASE AND WAIVER AGREEMENT:

- The participant (or the participant's parent/guardian) recognizes and agrees that participation in an escape room experience could result in injuries to the participant, and the participant assumes full responsibility for and the risk of bodily injury, death or property damage due to negligence or non-negligence of Egan Escape Productions, LLC, including, but not limited to, its, owners, employees, or contractors related to the escape room experience conducted by Egan Escape Productions, LLC . _____ (Initials)
- The participant (or the participant's parent/guardian) recognizes and acknowledges that the subject escape room experience is not recommended for individuals that are pregnant, have heart conditions, hypertension, claustrophobia, or similar conditions, and by initialing this section represents and warrants that participant does not have any of these or similar conditions. _____ (Initials)
- The participant (or the participant's parent/guardian) represents and warrants that participant has no physical or mental illness that precludes participation in the subject escape room experience in a safe manner for the participant and others, including, but not limited to, any infectious illnesses. _____ (Initials)
- The participant (or the participant's parent/guardian) acknowledges that he or she is voluntarily without any inducement, assurance or guarantee, participating in the escape room experience despite the risk of falls, contact and/or crashes with other participants or actors, defective equipment, being hit by flying objects, the condition of the room (including closed spaces, light deprivation, and sound and light effects), and mental stress and anxiety and the participant intends for his or her signature to serve as confirmation of their complete and unconditional acceptance of the terms, conditions and provisions of this agreement. _____ (Initials)
- The participant (or the participant's parent/guardian) acknowledges that he or she is wearing appropriate clothing for an escape room experience that will allow the participant to comfortably and freely move including crawling, and further acknowledges the participant's clothing may be unintentionally soiled or damaged during the escape room experience. _____ (Initials)
- The participant (or the participant's parent/guardian) hereby acknowledges that they are currently not feeling ill and have not been exposed to any communicable illnesses that could put other participants or escape room employees at risk of communicable illness. The participant agrees not to participate in the escape room if the participant is sick or if the participant has been exposed to any communicable illness. Participant (or the participant's parent/guardian) agrees to assume all liability, and indemnify Egan Escape Productions, LLC fully, if participant knowingly exposes an escape room employee or other participant to a communicable illness in our attraction. The participant (or the participant's parent/guardian) hereby acknowledges that any interaction with the general public poses an elevated risk of being exposed to any illness, including, but not limited to, COVID-19, and Egan Escape Productions LLC and Lions Gate Entertainment Inc. and its parents, subsidiaries, affiliates, distributors, retailers, sales representatives, agents, and employees (collectively, "Lionsgate") cannot guarantee that participant will not be exposed during participant's visit at the escape room. _____ (Initials)
- The participant (or the participant's parent/guardian) recognizes and acknowledges that the subject escape room experience includes adult content and further acknowledges that the films upon which the subject escape room experience is based have been rated "R" by the Motion Picture Association of America (for various reasons).
- In consideration of being permitted to participate (or as a spectator or bystander) in the escape room experience, and acknowledging the risks and hazards involved in and arising from participation an escape room experience conducted by Egan Escape Productions, LLC, the participant (or the participant's parent/guardian) (for himself or herself, his or her heirs, executors, administrators, and assigns) forever, irrevocably and unconditionally releases, waives, discharges and covenants not

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to sue Egan Escape Productions, LLC, its officers, members, promoters, owners, employees, contractors, actors or business partners as well as Lionsgate from any and all liability, injuries, claims to damages or cleaning costs for clothing worn during the escape room experience, or any and all other claims and damages, all whether now known or unknown, as a result of participating in an escape room experience operated and conducted by Egan Escape Productions, LLC, and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, illness, death and/ or property damage in connection in any way directly or indirectly with an escape room experience conducted by Egan Escape Productions, LLC. The participant also understands that signing this agreement means that the participant agrees for now and forever to discharge Lionsgate from possible claims which might be asserted against any or all of them for negligence or other tortious conduct giving rise to potential claims against them. It is understood that if the participant does get injured or suffers damages, no suit will be brought or maintained by the participant (or its assigns, parent, agents and/or representatives) against Lionsgate. _____ (Initials)

- The participant (or the participant's parent/guardian), on behalf of his or her personal representatives, assigns, heirs, and next of kin, releases and waives any and all claims, damages, injuries, or illnesses incurred by the participant in regards to the participation in an escape room experience conducted by Egan Escape Productions, LLC. _____ (Initials)
- The participant (or the participant's parent/guardian) releases any and all claims, of whatever kind of nature, present and future, damages, injuries or illnesses related in any way to participation in an escape room experience conducted by Egan Escape Productions, LLC. _____ (Initials)
- If any provision of this agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

TO BE COMPLETED IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE: CHILDREN'S RELEASE. For all persons under eighteen (18) years of age a parent or legal guardian must sign the following acknowledgment. The undersigned, _____ (print name of parent/guardian),

the parent or natural or legal guardian of _____ (print minor's name), hereby acknowledges that he/she has executed the foregoing PARTICIPATION, RELEASE AND WAIVER AGREEMENT for and on behalf of the minor named herein, and agrees to bind him or herself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of this PARTICIPATION, RELEASE AND WAIVER AGREEMENT. The undersigned hereby authorizes any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. The undersigned further consents to the administration of all medical care. By signing this PARTICIPATION, RELEASE AND WAIVER AGREEMENT, the undersigned agrees that the undersigned (and on behalf of the subject minor and his/her executors, administrators, heirs, next of kin, successors, and assigns) agrees to forfeit and lose the right to sue anyone involved with an escape room experience conducted by Egan Escape Productions, LLC. _____ (Initials)

WHEN REGISTERING ONLINE, THE ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF THE SIGNATORY/PARTICIPANT (OR PARTICIPANT'S PARENT/GUARDIAN) HAD SIGNED A PHYSICAL COPY OF THIS PARTICIPATION, RELEASE AND WAIVER AGREEMENT.

PARTICIPATION WILL BE DENIED IF THE DATED SIGNATURE OF AN ADULT PARTICIPANT OR PARENT/GUARDIAN IS NOT RECEIVED AT THE TIME AND PLACE OF THE SCHEDULED ACTIVITIES.

Important: Valid Identification will need to be **provided and scanned** for authorization and security purposes. If you do not have the credit card and ID that was used to purchase your ticket/s, a secondary credit card will need to be provided for security purposes. Egan Escape Productions, LLC (DBA- "The Official SAW Escape") reserves all rights.

SIGN HERE:

Print Participant's Name

Date

Participant's Signature

Date