

ESCAPE ROOM



PARTICIPANT WAIVER

C.J.R. SWEENEY PTY LIMITED ACN 003 692 653 trading as Escape Room Newcastle (**Operator**) located at Maitland Gaol, 6-18 John Street, East Maitland, New South Wales (the **Premises**) conducts escape based games at the Premises (the **Activity**). The Operator includes all of its owners, administrators, directors, managers, agents, officers, members, volunteers, employees, participants, officials, insurers, affiliates, successors and assigns, in their official and individual capacities, and owners and lessors of the Premises (the **Releasees**)

TERMS AND CONDITIONS

I, as the Participant, fully understand that:

- (a) The Activity involves risks and dangers of serious bodily harm including physical, psychological, emotional, pain, suffering, illness, permanent disability, paralysis and death (the **Risks**);
- (b) these Risks and dangers may be caused by my own actions, inactions, negligence, conditions related to travel, or the condition of the Premises, the action or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the Releasees named below; and
- (c) there may be other risks or social and economic losses either known to me or not readily foreseeable at this time; and
- (d) I fully accept and assume all such risks, known and unknown, and all responsibility for losses, costs, and damages I incur as a result of my participation, or that of the Minor named below, in the Activity, including travel to, from and during the Activity.

I am aware that the activity involves:

- (a) Simulated confinement in a room(s);
- (b) Mentally and emotionally intense situations;
- (c) Handcuffing, shackling, restraints and the impression of imprisonment; and
- (d) The inducing of physical or emotional stress

Further, physical activity may include, but not limited to, standing, bending, reaching, lifting, limited vision, variations of lighting, restraint, bonding, feelings of pressure, enclosed space, constraints, exposure to loud or sudden sounds etc. This list is not intended to be an exhaustive list of all exposures that may incur in an Activity.

I acknowledge and agree that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical and emotional condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, or if I am unfit for any component of Activity participation, I will immediately discontinue participating in the Activity. I agree to observe and obey all rules and warnings whether written or verbal as put in place by any authorised representative of the Operator.

WAIVER AND INDEMNITY

I, as the Participant, agree to hold harmless and covenant not to sue, and hereby release and discharge, the Operator and the Releasees from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the Activity, including the negligence of the Releasees or otherwise (but excluding the gross negligence or wilful misconduct or any Releasee), and I further agree that if, despite this release and waiver of liability, assumption of

risk, and indemnity agreement I, or anyone on my behalf makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, legal representation fees, loss, liability, damage, or cost which may be incurred as a result of such claim. Such release, discharge and covenant not to sue to the Releasees includes, without limitation, any possible legal claim for an act, or failure to act, amounting to negligence on the part of any of the Releasees.

I warrant that this waiver shall be construed broadly to limit the liability of the Operator to the maximum extent permitted by law and that I agree to indemnify the Operator from any action that may arise from my death, personal injury, disability, property loss or damage or actions of any kind which may occur during the Activity.

I acknowledge that I have been informed by the Operator that if I have any health limitation then I may choose not to participate in the Activity. I acknowledge I have read, understand and agree to all the terms and conditions contained on the Operators website.

I acknowledge that I am aged 18 years or older, have read this Agreement and fully understand all terms and conditions, understand that I have given up substantial rights by signing it, have signed it freely and without any inducement or assurance of any nature and I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I additionally permit The Operator to photograph or videotape my participation in the activity, including sound and video recordings (the **Recordings**). I give the Operator all rights to market, publish, reproduce (in any and all media), and otherwise use the Recordings without my further permission.

SIGNATURE (OF ADULT PARTICIPANT) _____

PRINTED NAME (OF ADULT PARTICIPANT): _____

ADDRESS: _____

EMAIL: _____ **DATE:** _____

MINOR RELEASE (MUST BE COMPLETED BY A PARENT OR GUARDIAN FOR A PARTICIPANT UNDER THE AGE OF 18)

And I, the above named Minor's parent and/or legal guardian, understand the nature of the Activity and the Minor's experience and capabilities and believe the Minor to be qualified, in good health, and in proper physical and emotional condition to participate in the Activity.

I have read in full and agree to these Terms and Conditions and Waiver and Indemnity, and agree to all on behalf of the Minor, including, without limitation, photos and videotaping.

SIGNATURE (OF PARENT/GUARDIAN) _____

PRINTED NAME (OF PARENT/GUARDIAN): _____

RELATIONSHIP TO MINOR: _____

ADDRESS: _____

EMAIL: _____ **DATE:** _____