

RELEASE OF LIABILITY

In exchange for participation in the Escape Room Event organized by Xtreme Xscape LLC ("Xtreme Xscape") of 2413 SW 5<sup>th</sup> Ave, Portland, OR 97201 and/or use of the property, facilities and services of Xtreme Xscape, I agree for myself and (if applicable) for the members of my family, to the following:

- 1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Xtreme Xscape, or the employees, representatives or agents of Xtreme Xscape.
- 2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Xtreme Xscape for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Xtreme Xscape, whether caused by the fault of myself, my family, Xtreme Xscape or other third parties.
- 3. I agree to indemnify and defend Xtreme Xscape against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Xtreme Xscape.
- 4. I agree to pay for all damages to the facilities of Xtreme Xscape caused by my or my family's negligent, reckless, or willful actions.
- 5. Any legal claim that may arise from participation in the above shall be resolved under Oregon law.
- 6. I agree that Xtreme Xscape, or the employees, representatives or agents of Xtreme Xscape, has the right to any photos or any video/sound footage of me during the Xtreme Xscape event. These photos, video footage, and sound materials may be used for any marketing purposes.
- 7. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Xtreme Xscape has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

8. I, \_\_\_\_\_(adult guardian), consent to the participation of \_\_\_\_\_ (minor) in Xtreme Xscape event, and agree on behalf of the above minor to all of the terms and conditions of this agreement. By signing this Release of Liability, I represent that I have legal authority over and guardianship of \_\_\_\_\_(minor).

- 9. In the event of an injury to the above minor during the above described activities, I give my permission to Xtreme Xscape or to the employees, representatives or agents of Xtreme Xscape to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will remain in effect until terminated in writing by the undersigned or when the above described activities are completed. Xtreme Xscape shall have the following powers:
  - a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
  - b. The power to authorize medical treatment or medical procedures in an emergency situation; and
  - c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

\_\_\_\_\_  
Print Name (parent/guardian)      Signature      Date