



## ESCAPOLOGY COVINGTON WAIVER AND RELEASE OF LIABILITY FORM

This agreement contains a waiver of important legal rights. Please read carefully.

In consideration of Funolio Covington, LLC (DBA - Escapology) allowing me to participate in a game activity, which shall be defined as an activity designed to simulate a situation which requires a group to work as a team to unlock a room and escape by solving puzzles and other challenges of a mental nature, I, the undersigned, do hereby represent and warrant that:

1. ASSUME ANY AND ALL RISKS of participating in any game activity conducted by Funolio Covington, LLC, and agree to fully and forever release, indemnify, and hold harmless Funolio Covington, LLC and any licensor of services used by Funolio Covington, LLC.
2. I understand that Funolio Covington, LLC is not responsible for any damage to or loss of my personal property and hereby, fully and forever, release and agree to indemnify Funolio Covington, LLC for any damage to or loss of my personal property. Funolio Covington, LLC encourages all participants to secure personal belongings prior to participation.
3. I fully and forever waive, release and discharge Funolio Covington, LLC, from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever arising from my participation in any game activities.
4. I agree on behalf of myself, my heirs, executors, administrators, agents, and assigns to fully and forever waive, release, discharge, hold harmless and to indemnify Funolio Covington, LLC from any and all liability, claims, loss, expenses, demands, actions, and causes of action whatsoever, which may be initiated by myself or any other person or organization, arising from any negligence, act, omission, or carelessness by Funolio Covington, LLC.
5. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. I would like to receive free email promotions and discounts to the email address provided below. I may unsubscribe from emails from MailChimp at any time.
6. I acknowledge that this Accident Waiver and Release of Liability Form will be used by Funolio Covington, LLC and relied upon by Funolio Covington, LLC and that it will govern my actions and responsibilities at said game activity.
7. I agree that this Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
8. If any provision of this agreement is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.
9. All suits in law or equity brought by participant against Funolio Covington, LLC shall be heard exclusively in the State and Federal Courts of Louisiana, and Louisiana law shall exclusively govern.

**10. General Health Warning for Virtual Reality Games. READ BEFORE PLAYING. Photosensitivity / epileptic seizures:** A very small percentage of individuals may experience epileptic seizures when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a computer screen, or while playing video games, may induce an epileptic seizure in these individuals. Certain conditions may induce previously undetected epileptic symptoms even in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family, have an epileptic condition, consult your physician prior to playing. If you experience any of the following symptoms while playing a video or computer game -- dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions - IMMEDIATELY discontinue use and consult your physician before resuming play.

Tips for use of video games to reduce epileptic seizures and other health concerns:

- Consult your doctor before playing if you have serious medical conditions, if you are pregnant or elderly, or if you have an implanted medical device
- Avoid playing when you are sick, tired, and/or under the influence of medicine or drugs
- Keep your eyes as far away as possible from the screen
- Do not use earphones at a high volume as hearing loss may occur
- Play in a comfortable posture to avoid numbness, stiffness or other discomfort
- Take regular breaks during play sessions. The length and frequency of necessary breaks may vary from one person to another
- Stop playing if you are experiencing any discomfort

**PLEASE NOTE:** An inherent risk of exposure to COVID-19 exists in any public or private place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By visiting Escapology you voluntarily assume all risks related to exposure to COVID-19.

### Parent/Guardian Information

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date of Birth : \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_ State: \_\_\_\_\_ Email: \_\_\_\_\_

### Minor Information

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date of Birth : \_\_\_\_\_

I am signing on behalf of the minor listed above and I acknowledge that I have read and fully understand the terms of the agreement; voluntarily agree to be bound by this agreement; and certify that I am 18 years of age or older.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_