

# CROSS ROADS ESCAPE GAMES

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

GAME: \_\_\_\_\_

## ***PLEASE READ THOROUGHLY THIS AFFECTS YOUR RIGHTS***

In exchange for participation in the activity of immersive entertainment organized by Cross Roads Escape Games (Cross Rhoades, Inc.) of 4245 E. La Palma Ave, Anaheim CA 92807 and/or use of property, facilities and services of Cross Roads Escape Games

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any written or oral instructions or directions given by Cross Roads Escape Games and the employees, representatives or agents of Cross Roads Escape Games.
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/or other game participants, and further release and discharge Cross Roads Escape Games, its owners, employees, representatives and/or agents for injury that I may suffer in connection with or related to my participation in the games, or any loss or damage arising out of my or my family's use of or presence upon facilities of Cross Roads Escape Games, whether caused by fault of myself, my family, Cross Roads Escape Games, or other parties.
3. I am aware that the games will employ the use of flashing lights, strobe lights, tight spaces, stairs, colors, smoke, loud noises, crawling, dirt, and smells. If I am pregnant, have a heart condition or other significant health condition or am sensitive to these items or believe that they may affect my health; I will not participate in the games.
4. I agree to indemnify and defend Cross Roads Escape Games, its owners, employees, representatives, and agents against all claims, causes or action, damages, judgments, cost or expenses, including attorneys' fees and other litigation costs, which may in any way arise from my or my family's use or presence upon the facilities of Cross Roads Escape Games and/or in connection with or related to my participation in the games.
5. I agree to pay for all damages to the facilities of Cross Roads Escape Games caused by my or my family's negligent, reckless, or willful actions.
6. If I appear to be intoxicated and unfit for game play pertaining to but not limited to destructive manners, slurred speech, or the inability to stand on my own due to the use of drugs, Cross Roads Escape Games and its employee's reserve the right to refuse its service without reimbursement. Cross Roads Escape Games and its employee's also reserve to remove me from the game at any time if I exhibit any of these behaviors, at their discretion, without reimbursement.
7. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law in Anaheim, CA.
8. 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 this agreement if I so desire. 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 Cross Roads Escape Games has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.
9. This agreement and each of its terms are products of an arms' length negotiation between parties. In the event that any ambiguity is found to exist in the interpretation of the agreement or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
10. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to particular occurrence or circumstances, shall not affect the validity or enforceability of any other provision of this agreement or of any other application of such provisions, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.
11. By signing this release form, I authorize Cross Roads Escape Games, to use my photographic picture. I hereby grant to Cross Roads Escape Games, its subsidiaries, licensees, successors and assigns, the right to use, publish and reproduce, for all purposes, my name, picture of me and printed electronic copy of the information described above in any and all media including without limitation, cable, and broadcast television and the internet, and for exhibition distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences, and in brochures and other print media in connection with the advertisement and promotion of the games and Cross Roads Escape Games. This permission extends to all language, media, formats, and markets now known or hereafter devised. This permission shall continue forever unless I revoke the permission in writing. I further grant Cross Roads Escape Games all right, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant Cross Roads Escape Games the right to such materials for marketing, communications, or advertising purposes, as it deems fit. I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for

Cross Roads Escape Games' use of, or any rights to inspect or approve, finished photographs, audio, video, multimedia, or advertising and copy printed mater or computer generated scanned images and other electronic media that may be used in conjunction there with or to approve the eventual use to which it might be applied.

12. Confidentiality/ Non-Disclosure. You acknowledge that during the course of your experience in the facilities of Cross Roads Escape Games you will learn certain information that must be maintained confidential in order to ensure the continued success of Cross Roads Escape Games and its operations. You further acknowledge that your disclosure of any such information to third-parties and/or the public, including though digital mediums and social media would result in irreparable harm to Cross Roads Escape Games. Based thereon, you agree that any and all information you may obtain concerning the operations of the facilities of Cross Roads Escape Games, including any "pass codes" or other information which is necessary to complete and participate in the experience provided by Cross Roads Escape Games must be maintained confidentially and you expressly agree that you will not disclose or cause to be disclosed such confidential or proprietary information to third parties of the public, including through the use of social media or their digital outlets.
13. I and/or my family members will not copy or reproduce any ideas or experiences inside the games at Cross Roads Escape Games for other commercial uses.
14. I herby waive any and all right to seek compensatory damages, lost profits, exemplary damages against Cross Roads Escape Games, its owners, employees, representatives and agents. And agree that any damages that I may suffer for my participation in the games shall be limited to a refund of the admission fees that I have paid for my participation in the games.

**BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING DOCUMENT AND I FULLY UNDERSTAND THE CONTENTS HEREOF. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian signature if under 18 years old: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian signature if under 18 years old: \_\_\_\_\_

3. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian signature if under 18 years old: \_\_\_\_\_

4. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian signature if under 18 years old: \_\_\_\_\_

5. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian signature if under 18 years old: \_\_\_\_\_

6. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian signature if under 18 years old: \_\_\_\_\_

7. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian signature if under 18 years old: \_\_\_\_\_

8. Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/ Guardian signature if under 18 years old: \_\_\_\_\_