

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 Rhoades, Inc d/b/a Cross Roads Escape Games (hereinafter "Cross Roads Escape Games") of 4245 E. La Palma Ave, Anaheim CA 92807 and/or use of property, facilities and services of Cross Roads Escape Games, I agree to the following release, waiver, and terms and conditions (the "Agreement"):

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any written or oral instructions or directions, and in the event of a medical emergency or other emergency situation, follow all emergency protocols given by Cross Roads Escape Games and the employees, representatives or agents of Cross Roads Escape Games. I understand that if I do not abide by these rules, I may be asked to leave the game.
2. I recognize that there are certain inherent risks associated with escape room games 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 may employ the use of sudden motions or movements, dim lighting and/or darkness, flashing lights, strobe lights, lasers, tight and small spaces, tunnels, stairs, blindfolds, colors, smoke, fog, loud noises, tense situations, crawling, dirt, and smells. I acknowledge and consent to touching on my physical person, including on the shoulders and/or arms by actors in the escape room in order to be guided through the game and, specific to The Psych Ward, have restraints placed on my person in the form of a straitjacket and/or in a restraint chair. I am aware that I may come into contact with sharp objects or objects that may not be easily seen on the ground or around my person during the game and during my search for clues in the game. I understand that in order to proceed in the game I may have to enclose myself in a small space, such as a box. If I am pregnant, have a pacemaker or defibrillator, back problems, hypertension issues, asthma, heart condition, prone to seizures or other significant health condition(s) or am sensitive to any of the items listed herein due to any type of phobia, mental health issue, or otherwise, or believe that they may affect my health in some way, I will not participate in the games.
4. I agree to immediately inform a Cross Roads Escape Games employee of any emergency that occurs in the escape room during the game, including injuries and other medical ailments, involving myself and/or others in the game.
5. I agree to indemnify and defend Cross Roads Escape Games, its owners, employees, representatives, and agents against all claims, causes of 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.
6. 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.
7. If I appear to be intoxicated and unfit for game play due to, but not limited to, destructive and/or violent manners, slurred or angered speech, or the inability to stand on my own due to the use of drugs, alcohol, or any other substance that may impair my mental and/or physical health, Cross Roads Escape Games and its employees reserve the right to refuse and cease its service without reimbursement. Cross Roads Escape Games and its employee's also reserve the right to remove me from the game at any time if I exhibit any of these behaviors, at their discretion, without reimbursement.
8. If I am under the age of 18, I acknowledge that I must be accompanied by a designated parent or legal guardian, who is fully responsible for my conduct and safety, including when checking in to Cross Roads Escape Games front desk and before being allowed into any Cross Roads Escape Games escape room game.
9. Any legal or equitable claim that may arise from participation in this Agreement shall be resolved under California law in Orange County, CA.
10. 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 and be provided with a copy of 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.
11. 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.

12. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a 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.
13. By signing this release form, I authorize Cross Roads Escape Games, to use my photographed likeness in any medium. 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 languages, 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 matter or computer generated scanned images and other electronic media that may be used in conjunction therewith or to approve the eventual use to which it might be applied.
14. Confidentiality/ Non--Disclosure. I acknowledge that during the course of my experience in the facilities of Cross Roads Escape Games I will learn certain information that must be maintained confidential in order to ensure the continued success of Cross Roads Escape Games and its operations. I further acknowledge that my disclosure of any such information to third--parties and/or the public, including through print, audio, video, and other digital mediums including social media, would result in irreparable harm to Cross Roads Escape Games. Based thereon, I agree that any and all information I 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 I expressly agree that I 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 print and digital outlets.
15. 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.
16. I certify, that I am not participating in Cross Roads Escape Games to disclose or recreate these escape room games or any part thereof, including puzzles, clues, sequences, and hints contained within the escape rooms, for any personal or commercial benefit of any kind, whether now or in the future. I understand that if I disclose or recreate any part of Cross Roads Escape Games escape rooms, I acknowledge that I am violating the rights of Cross Roads Escape Rooms, which may be subject to discipline in a California court of law.
17. I hereby waive any and all right to seek compensatory damages, lost profits, and/or exemplary damages against Cross Roads Escape Games, its owners, employees, representatives and agents. I 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.

Name of Player: _____ Signature: _____ Date: _____

If signed by a Parent or Legal Guardian: I verify that the significance of this Agreement was explained to the participant minor and that the participant minor understood the terms.

Parent/ Legal Guardian signature if under 18 years old:

Name: _____ Signature: _____ Date: _____

Emergency Contact Information:

Name: _____ Relation: _____ Phone Number: _____