

# CODE ZONE WAIVER AGREEMENT

As consideration for the use of the facility and participation in activities run by Davis Family Games LLC dba Code Zone (Code Zone), I, the undersigned Participant, hereby agree to the following:

I understand that participation in an escape room may carry some risk of harm or injury. I acknowledge that I am aware of the potential risks involved with such activity. Where Code Zone appears in this document, I understand and agree that that name means Davis Family Games LLC dba Code Zone and includes its agents, servants, employees, insurers, successors and assigns.

I knowingly, intentionally, and voluntarily waive and release any legal claims arising in tort against Code Zone connected to my use of the facilities run by Code Zone and my participation in the activities offered by Code Zone, including claims for personal injury, property damage, medical expenses, loss of services or any other damages whatsoever.

This waiver and release include, but is not limited to, a release for claims arising from my own negligence, the negligence of Code Zone and its personnel, negligence in the construction, maintenance and upkeep of the facility and its equipment, and negligence in training or supervision. I hereby release Code Zone from all liability arising from my use of these facilities and participation in Code Zone activities.

I agree and covenant that I will not institute any claims or legal action against Code Zone for any claim released by this Agreement. I further covenant that I shall indemnify Code Zone for any claim made against Code Zone in contravention of this Agreement, including but not limited to derivative claims and claims made by a next friend or guardian. My indemnification extends to responsibility for reimbursing Code Zone for the entire cost of any claim – including expenses related to litigating the claim, attorney’s fees, and costs of court.

I acknowledge that Code Zone is not responsible for any lost or stolen valuables.

## **RULES OF PARTICIPATION**

- In participating in Code Zone activities, I understand and agree to be bound by the following rules of participation:
- I understand the manner of solving a Puzzle/Code does not require the destruction or damage of any property or object. I agree to refrain from damaging the objects and structures within any of the facility’s rooms.
- I understand that this activity has risks including, but not limited to, being in a reasonably small space with up to 8 persons; and possibility of failure to complete all puzzles in the allotted time.
- I agree to comply with the directions of staff and employees of Code Zone.
- I understand that the facility is subject to audio and video monitoring and I consent to being monitored while at the facility.
- I acknowledge that photos, audio, or video may be taken of me while at the facility to enhance the player(s) experience and for safety and security purposes.
- Unless indicated otherwise I consent to Code Zone’s use of any photos and videos of me for publicity or marketing purposes.
- I agree not to publicly reveal the details of any game at Code Zone. This agreement includes the nature of or solutions to puzzles, secrets and riddles, the location or nature of hidden objects codes, or other information significant to solving the escape room. This agreement extends to all manner of communication, whether in person or video transmission or by writing or electronic communication, including through websites or social media, during or after participation in a room at Code Zone.
- I understand that a violation of any of the rules above may result in my loss of the ability to participate in Code Zone activities and/or my removal from the facility without any refund.

## **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Davis Family Games, LLC dba Code Zone - (“Code Zone”) has put in place preventative measures to reduce the spread of COVID-19; however, the “Code Zone” cannot guarantee that you will not become infected with COVID-19. Further, attending the “Code Zone” could increase your risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending “Code Zone” and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at “Code Zone” may result from the actions, omissions, or negligence of myself and others, including, but not limited to, “Code Zone” employees, and other guests. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at “Code Zone.” (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless “Code Zone”, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of “Code Zone”, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at “Code Zone”.

Please agree to our well-conceived terms.

Minor Name(s): \_\_\_\_\_

Adult Name: \_\_\_\_\_ Date: \_\_\_\_\_

Adult Signature: \_\_\_\_\_