



# MINOR RELEASE

## LIABILITY WAIVER AND RELEASE, TERMS OF USE, AND MODEL RELEASE (Minor)

I do hereby certify that I am the adult parent or legal guardian of the children listed below, that I am authorized and competent to understand the risks of his or her participation in recreational activities and to grant consent to his or her participation therein, and to waive liability and execute releases on behalf of said minor child, and that I do hereby consent to his or her participation in Escapes offered by Red Giant Escape Rooms (known as "Red Giant Escape Rooms"), which will consist of a high intensity escape game in which my child and other participants will attempt to solve a series of puzzles with the goal of escaping from a room in a simulated high-stress scenario (the "Escape").

### I. LIABILITY WAIVER AND RELEASE

I certify that my minor child is in good physical and mental condition, and is fully able to participate in this Escape. I understand and acknowledge that I am fully aware of and assume the risks of serious bodily injury, death, property loss or damage that may occur in connection with my minor child participating in the Escape and from otherwise using Red Giant Escape Rooms facilities, including but not limited to: accidents involving running, jumping, falling, contact with walls, other patrons and/or actors, and heart attack, stroke, and other stress-induced medical conditions.

Knowing the risks described above, I hereby agree personally and on behalf of my minor child named below to assume all risks and responsibilities arising from my minor child's participation in the Escape. To the fullest extent allowed by law, MY MINOR CHILD AND I AGREE TO RELEASE FROM ANY LEGAL LIABILITY, AGREE NOT TO SUE AND FURTHER AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS RED GIANT ESCAPE ROOMS, AND ALL OF ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND/OR ASSIGNS FROM ANY CLAIMS MY CHILD OR I MAY HAVE FOR THE LOSS, PROPERTY DAMAGE, INJURY OR DEATH TO MY CHILD RESULTING FROM MY CHILD'S PARTICIPATION IN THE ESCAPE AND/OR OTHER USE OF RED GIANT ESCAPE ROOMS FACILITIES, REGARDLESS OF THE CAUSE, INCLUDING THE NEGLIGENCE OF RED GIANT ESCAPE ROOMS, ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND/OR ASSIGNS.

### II. TERMS OF USE

CELLULAR PHONES, CAMERAS, AUDIO AND VIDEO RECORDERS AND OTHER ELECTRONIC DEVICES ARE STRICTLY PROHIBITED UNLESS STATED BY RED GIANT ESCAPE ROOMS. No photography or sound or video recording is allowed inside the Escape. Purses, backpacks and other large bags are also prohibited. The use of any camera, video or sound recorder, cellular phone or any other wireless electronic device is grounds for immediate expulsion from the Escape and confiscation of any photographs or recordings made in violation of these terms.

For the convenience of its Escapes participants, Red Giant Escape Rooms offers facilities in which cellular phones and other personal items may be secured. Escape participants are solely responsible

for securing any personal items brought to the premises. Red Giant Escape Rooms is not responsible for any lost, stolen or damaged personal property.

NO FOOD OR DRINK IS PERMITTED IN THE ESCAPE.

CHILDREN. Children under the age of 10 are not permitted in the Escape unless the Escape is designated as a Family Escape in which case children under the age of 5 are not permitted. All children under the age of 12 must be accompanied by an adult inside the Escape, and their parent or legal guardian must sign this consent form before these children may participate.

DISORDERLY CONDUCT. If for any reason Red Giant Escape Rooms or its representatives feel that a person is being disruptive or disorderly to the Escape experience, to other customers, to Red Giant Escape Rooms employees and its representatives or abusing any Property of Red Giant Escape rooms or of others, Red Giant Escape Rooms reserves the right to remove that person(s) from the escape with no refund or option to reschedule the Escape.

TICKET SALES ARE NON-REFUNDABLE. No refunds shall be given in the event of cancellation for any Escape. However, ticket holders may reschedule an Escape by providing 24 hour prior notice of cancellation before the scheduled Escape. In the event of an emergency such as physical injury or illness or natural disaster occurring within the 24-hour window, Red Giant Escape Rooms may, at its discretion, allow for rescheduling of cancellations made fewer than 24 hours before the cancelled Escape. All Escapes require a minimum of 4 participants. If fewer than 4 participants are signed up within 1 hour of the Escape, Red Giant Escape Rooms will notify all ticket holders for the scheduled Escape that it will be cancelled for lack of participants and provide available dates to reschedule. Regardless of the reason for cancellation, all cancelled Escapes must be rescheduled for a date within 60 days of the original Escape date.

I acknowledge that I have carefully read and understand these Terms of Use and that I will abide by them at all times. I understand that violating any of these Terms of Use subjects me to immediate expulsion from the premises without any refund or other compensation for any portion of the Escape that I am ejected from.

### III.MODEL RELEASE

I understand that participants of the Escape have the opportunity to pose for optional photographs before and/or after the Escape, which they may then access and share online. However, all photographs taken on the premises are the property of Red Giant Escape Rooms. These photographs may, at Red Giant Escape Room's sole discretion, be used for promotional purposes without any prior notification to Escape participants.

I UNDERSTAND THAT BY PARTICIPATING IN THIS PHOTO OPPORTUNITY OR ALLOWING MINORS I REPRESENT TO PARTICIPATE IN THIS PHOTO OPPORTUNITY, I GRANT RED GIANT ESCAPE ROOMS, LLC THE UNLIMITED RIGHT TO USE ANY PHOTOGRAPHS RESULTING THEREFROM CONTAINING MY IMAGE OR THAT OF THE MINORS I REPRESENT, LIKENESS, ACTIONS AND/OR STATEMENTS IN ANY TRANSMISSION, PUBLICATION OR REPRODUCTION IN ANY MEANS OR CIRCUMSTANCES, AND WITHOUT ANY FURTHER PERMISSION FROM OR COMPENSATION TO ME.

I acknowledge that if I do not wish to allow Red Giant Escape Rooms to use my image or likeness as stated above, I will "OPT OUT" of the above-described photo opportunity by not participating and

clearly informing the photographer that I do not want to participate. I understand that opting out of the photo opportunity does not in any way otherwise affect my participation in the Escape, and it does not entitle me to any discount, rebate or refund of any portion of the admission price.

#### IV. ADDITIONAL TERMS

I agree that this Liability Waiver of Release, Terms of Use and Model Release is intended to be as broad and inclusive as permitted by law, and that it shall be governed by the laws of the State of Utah. I agree that if any provision of this Liability Waiver of Release, Terms of Use and Model Release is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not otherwise affect its remaining provisions hereof, which shall continue to be enforceable. I understand and agree that no oral or written representations can or will alter the contents of this Liability Waiver of Release, Terms of Use and Model Release. I agree that this Liability Waiver of Release, Terms of Use and Model Release shall be binding upon me, my minor child, and my and my minor child's heirs, successors and assigns.

I HAVE CAREFULLY READ AND UNDERSTAND THIS LIABILITY WAIVER AND RELEASE, TERMS OF USE AND MODEL RELEASE. I VERIFY THAT MY ELECTRONIC SIGNATURE BELOW CONSTITUTES MY ACCEPTANCE AND EXECUTION OF THIS LIABILITY WAIVER OF RELEASE, TERMS OF USE AND MODEL RELEASE, AND MY AND MY MINOR CHILD'S AGREEMENT TO ABIDE BY ALL OF ITS TERMS AND CONDITIONS.

By submitting this release, I affirm that I have read and understand the conditions of my participation in this activity. I certify that I am fully capable of participating in this activity, and I assume and accept full responsibility for myself, including any and all minor children in my care.

I agree that my Digital Signature is legally binding to the terms and conditions of this agreement.