

**FREIGHTHOUSE STATION ESCAPE ROOM CHALLENGE, INC.
RELEASE, LIMITATION OF LIABILITY AND WAIVER AGREEMENT**

FREIGHTHOUSE STATION ESCAPE ROOM CHALLENGE, INC., a Washington corporation (the "Company") d/b/a Escape Freighthouse Station, conducts team-bonding and escape events and activities (the "Activity") at 602 E. 25th St., Tacoma, WA 98421. Participating in the Activity may result in injuries to the undersigned participant (the "Participant").

In consideration for allowing Participant to participate in the Activity, the Participant, by executing this Release, Limitation of Liability and Waiver Agreement (the "Release"), does hereby release, waive, discharge and covenant not to sue the Company, its shareholders, directors, officers, employees, independent contractors and volunteers (the "Released Parties") from any and all liability, injuries, or any and all other claims and damages as a result of the Participant's participation in the Activity. Participant understands and acknowledges that he or she may not attend, participate in, or act as a spectator or bystander of the Activity unless he or she is eighteen (18) years of age or older or, if younger than eighteen (18) years of age, his or her parent or legal guardian has read, understood and signed this Release.

RELEASE

In consideration for being permitted to participate in the Activity, the Participant, and on behalf of his or her personal representatives, heirs and assigns, does hereby release the Released Parties from any and all claims, demands or causes of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any personal injury to Participant known or unknown, including death, and/or property damage resulting from Participant's participation in, or other involvement with, the Activity.

ASSUMPTION OF RISK

Participant acknowledges the risks involved in and arising from watching or participating in the Activity, including the risks of being hit by flying objects, falling or incurring physical or emotional trauma, stress or injury. The Participant assumes full responsibility and any and all risks of participating in the Activity, including the risk of bodily injury, death, property damage and those risks specifically mentioned above. The Participant further acknowledges that he or she is voluntarily participating despite the risks mentioned above, the condition of any of the rooms and any hazards that may be posed by spectators, employees or volunteers of the Company.

INDEMNIFICATION

Participant agrees to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented as a result of Participant's participation in the Activity, except for injuries and damages caused by the sole gross negligence of the Company. Moreover, if such claims are made as a result of Participant's conduct, he or she agrees to pay for the attorneys' fees, expenses, and costs incurred by the Released Parties in defending such claims against them.

PHOTOGRAPH AND VIDEO RELEASE

Participant grants to the Company the right to use, publish, and reproduce, for all purposes, Participant's name and image in printed, film or electronic (video) form, sound and video recordings of Participant, in any and all media and for exhibition, distribution, promotion, advertising, and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. This permission shall continue perpetually unless Participant revokes the permission in writing. Participant hereby waives the right to receive any compensation for signing this Release and waives the right to receive any payment for the Company's use of any of the material described above for any of the purposes authorized by this Release. Participant also waives any right to inspect or approve finished photographs, audio, video,

multimedia, or advertising recordings and copy or printed matter or computer-generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use thereof.

NO REFUNDS

No refunds shall be given to a Participant under any circumstances.

GOVERNING LAW AND VENUE

This Release shall be interpreted and governed in accordance with the internal laws of the state of Washington, without regard to choice or conflict of law principles. Participant hereby submits to and consents to the exclusive jurisdiction of the State of Washington and agrees that such any litigation shall be conducted only in the courts of Pierce County, Washington.

ACKNOWLEDGMENT

The undersigned Participant acknowledges that he or she has carefully read the Release, understands the contents of the Release and signs the Release as his or her own free act. Participant agrees that by signing this Release and participating in the Activity that Participant loses his or her right to sue any and all of the Released Parties.

Participant further acknowledges that this Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under Washington law. If any provision of this Release is deemed invalid or unenforceable, all other provisions shall continue in full force and effect.

Date: _____, 2022

Participant's Name: _____

Signature: _____

E-mail Address: _____

MINOR'S RELEASE: For all persons under eighteen (18) years of age, a parent or legal guardian must sign the following acknowledgement:

The undersigned _____ (parent/guardian) is the parent and natural or legal guardian of _____ (minor's name) and hereby acknowledges that he or she has executed the foregoing Release for and on behalf of the minor named herein. The undersigned agrees to bind the undersigned, the minor, his or her personal representatives, administrators, heirs, successors and assigns to the terms of the foregoing Release. The undersigned hereby authorizes any licensed physician, emergency medical technician, hospital or other medical or healthcare facility to treat the minor named herein to attempt to treat or relieve any injuries that may be suffered by the minor. The undersigned, on behalf of the undersigned and the minor, consents to the administration of all medical care.

Signed: _____

By: _____

Date: _____