# FIND AND SEEK ENTERTAINMENT INC.

#### TERMS AND CONDITIONS AND WAIVER OF LIABILITY AGREEMENT

(hereinafter referred to as the "Agreement")

ATTENTION! BY SIGNING THIS AGREEMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION AGAINST FIND AND SEEK ENTERTAINMENT INC. ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, CONTRACTORS, CONSULTANTS OR REPRESENTATIVES (THE "COMPANY") FOLLOWING AN ACCIDENT. PLEASE READ THIS DOCUMENT CAREFULLY.

I acknowledge that the Company will use this Agreement to govern my actions and responsibilities during my participation in the Puzzle Adventure Room (the "Activity").

#### TERMS AND CONDITIONS

- 1. All personal belongings, bags and electronic devices, including cellular phones and cameras, must be stowed in lockers located in the reception area. Participants will not attempt to capture or record any of the contents of the room by way of photo, video, or note-taking;
- 2. Food, alcohol and smoking on the premises is strictly forbidden. Beverages, excluding alcohol, are limited to the reception area;
- 3. All participants will conduct themselves in a civilized manner. If the Company determines that willing destruction of property, exhibits, devices, furniture, fixtures and doors has occurred, either deliberately, negligently or carelessly, all costs of repair will be borne by the participants. Unruly behavior, in addition but not limited to: theft of property, swinging on curtains, scaling table surfaces, standing on chairs, standing on storage lockers, and throwing of any objects found within the Activity, will not be tolerated. Participants will not, under any circumstances, be under the influence of drugs or alcohol, which may impair awareness or endanger others;
- 4. Photographs taken of participants by the Company may be used on our website, brochures or any other marketing materials for promotional purposes only; and
- 5. I agree not to share or discuss any puzzles or solutions to which the Company owns proprietary rights.

Any violation of any of the above terms will result in immediate expulsion from the premises without refund or compensation.

#### **DESCRIPTION OF RISKS**

In consideration of my being permitted to participate in the Activity, I hereby acknowledge that I am aware of the risks associated with or related to the Activity including but not limited to:

- 1. Injuries sustained as a result of reduced visibility and interaction with exhibits and obstacles;
- 2. Motion sickness from unexpected images, sounds, video and motion;
- 3. All manner of mental stress resulting from the completion of tasks within a set time allotment;
- 4. Anxiety from being in a reasonably small space with up to nine additional people.

## RELEASE OF LIABILITY

In consideration of the Company permitting me to participate in this Activity, I agree to:

- WAIVE, RELEASE, AND DISCHARGE the Company from any and all liability, including but not limited
  to, liability arising from the negligence or fault of the entities or persons released, for my death,
  disability, personal injury, property damage, property theft, or actions of any kind which may
  hereafter result from my participation in the Activity.
- INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Company from any and all liabilities or claims made as a result of participation in the Activity, whether caused by my negligence or otherwise.

### **ACKNOWLEDGEMENT**

I acknowledge that the Company is NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific Activity on their behalf. I hereby consent to receive medical treatment, which may be deemed necessary in the event of injury, accident, and/or illness during the Activity. The Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

# I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A WAIVER OF LIABILITY AGREEMENT AND I SIGN IT OF MY OWN FREE WILL.

#	Participant's First Name  Participant's Last Name	Participant's Signature or Parent/Guardian Signature*	Email_Address  @email.com	I Consent to Receiving Related Communications from the Company via Email?	
1			@	YES	NO
2			@	YES	NO
3			@	YES	NO
4			@	YES	NO
5			@	YES	NO
6			@	YES	NO
7			@	YES	NO
8			@	YES	NO
9			@	YES	NO
10			@	YES	NO

<sup>\*</sup>A Parent/Guardian must sign for participants under the age of 18.

Date	Time	Team Name