



This Waiver, Release and Indemnity (this "Waiver") is entered into as of the date written below by and between each of the undersigned participants (each being referred to as "I" or a "Participant") and HourGlass Mysteries., operating as HourGlass Mysteries ("HourGlass Mysteries, Quintes Escape Rooms") at 290 Dundas St. West, Unit 2, Trenton, Ontario (the "Facilities"). In consideration of being permitted to use the Facilities and participate in the escape room activities offered by HourGlass Mysteries (the "Activities"), each Participant hereby agrees as follows:

1. Voluntary Participation: I acknowledge that I am using the Facilities, participating in the Activities and executing this Waiver voluntarily and of my own accord.
2. Assumption of Risks: I acknowledge that there are inherent risks associated with the use of the Facilities and participation in the Activities, including and without limitation, exposure to moving objects, use of mechanical and electrical devices and access to confined and dimly lit spaces. I accept such risks voluntarily and assume responsibility for any accidents or consequences, including but not limited to, property damage, illness, injury and/or death, arising out of or related to the use of the Facilities and/or participation in the Activities
3. Disclosure: Participants with medical conditions including, but not limited to claustrophobia, schizophrenia, anxiety, asthma, heart disease, seizures must notify HourGlass Mysteries before the Activities and agree to participate at their own risk.
4. Rules, Policies, and Video Monitoring: I agree to abide by all the rules and policies in place at HourGlass Mysteries. I agree to discontinue participating in the Activities if I observe any unusual hazard or if at any time I feel unfit to safely continue for any reason. I acknowledge that closed circuit cameras have been installed in the Facilities for safety and security purposes and I consent to being monitored and recorded for such purposes. Participants may be photographed after the game and their photo can be used for HourGlass Mysteries promotional purposes. HourGlass Mysteries reserves the right to refuse access to participants for violation of rules without refund or explanations.
5. Waiver: By signing this Waiver, I hereby expressly waive any claims, complaints, actions, causes of action, liabilities, costs (including legal costs) or demands that I now of hereby have after against HourGlass Mysteries or any of its directors, officers, employees, contractors, shareholders, successors, affiliates, assigns, or agents, past, present, and future (collectively the "Releasees") to which I or any of my heirs, executors, administrators, assigns, or beneficiaries (collectively, the "Releasees") may become entitled to for any and all property damage, illness, injury and/or death, no matter how it may be caused (including, without limitation, through the fault or negligence of any of the Releasees) relating in any way whatsoever to my use of the Facilities and/or participation in the Activities.
6. Indemnification: I agree to indemnify and hold harmless the Releasees of and from any and all claims, complaints, actions, causes of action, liabilities, costs (including legal costs) or demands arising from or in any way related to my use of the Facilities and/or participation in the Activities.
7. Governing Law: This Waiver shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the parties hereto hereby attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

Each participant acknowledges having read, understood, and agreed to the terms of this waiver. Each participant is physically fit, mentally able and fully aware of the risks involved in participating in the Activities. Each participant is aware that by signing this document, the participant is waiving certain legal rights that the participant may have against the releasees (on behalf of the participant and his/her releasers) and that this waiver shall constitute a release of liability to the fullest extent permitted by law.

Name of Participant

Signature

18(+) Years

E-mail

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