



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 2015868 Alberta Inc., operating as Border Escape at Bay 2, 5208 62 ST, Lloydminster, Alberta (the “Facilities”). In consideration of being permitted to use the Facilities and participate in the escape room activities offered by Border Escape (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. Due to new regulations in our province, **only 4 people from the same household are allowed in a single room** and by signing this document I acknowledge my compliance with this mandate.
4. Disclosure: Participants with medical conditions including, but not limited to claustrophobia, schizophrenia, anxiety, asthma, heart disease must notify Border Escapes before the Activities and agree to participate at their own risk.
5. Rules, Policies, and Video Monitoring: I agree to abide by all the rules and policies in place at Border Escape. 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 Border Escapes promotional purposes. Border Escape reserves the right to refuse access to participants for violation of rules without refund or explanations.
6. 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 or hereby have after against Border Escape 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.
7. 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.

8. Governing Law: This Waiver shall be governed by and construed in accordance with the laws of the Province of Alberta 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 Alberta.

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 (parent/guardian)	18(+) Years	E-mail
1_____	_____	<input type="checkbox"/>	_____
2_____	_____	<input type="checkbox"/>	_____
3_____	_____	<input type="checkbox"/>	_____
4_____	_____	<input type="checkbox"/>	_____
5_____	_____	<input type="checkbox"/>	_____
6_____	_____	<input type="checkbox"/>	_____
7_____	_____	<input type="checkbox"/>	_____
8_____	_____	<input type="checkbox"/>	_____
9_____	_____	<input type="checkbox"/>	_____
10_____	_____	<input type="checkbox"/>	_____
11_____	_____	<input type="checkbox"/>	_____