

The Great Room Escape San Diego - Waiver

All ages under 18 MUST HAVE a liability waiver signed by their parent / legal guardian/ adult. EVERYONE MUST HAVE a waiver initialed and COMPLETELY filled out.

Agree and Acknowledge

I understand and acknowledge that if I proceed to register online and to sign the waiver electronically, that, under the Electronic Transactions Act, such electronic registration and electronically signed Waiver document will be valid and enforced in the same manner as a hand-signed document that exists in physical form and that a record or signature may not be denied legal effect or enforceability under law solely because it is in electronic form.

(Check Here) I understand, agree and acknowledge the previous paragraph

Basic Information (Use parent or guardian information if under 18)

Full Name: _____ Date of Birth: _____

Email: _____ Phone: _____

*****If filling out for a minor, enter the information for the children for which you are responsible for*****

Minor 1

Full Name: _____ Date of Birth: _____

Minor 2

Full Name: _____ Date of Birth: _____

Minor 3

Full Name: _____ Date of Birth: _____

(Check Here) I certify that I am the legal guardian, parent, or adult taking responsibility for the above listed minor(s)

Release- To the best of my knowledge, I am in good physical condition and fully able to participate in this event. I am fully aware of the risks and hazards connected with the participation in this event, including physical injury or even death, and hereby elect to voluntarily participate in said event, knowing that the associated physical activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in this event.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE , Great Room Escape, LLC , their subsidiaries, officers, servants, agents, and employees (hereinafter referred to as RELEASES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in physical activity, or while on or upon the premises where the event is being conducted.

It is my expressed intent that this release and hold harmless agreement shall bind the members of my family, spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVE, DISCHARGE, and CONVENTION NOT TO SUE the above named RELEASES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of California.

All cameras, tape recorders and video recorders (including when incorporated in cellular phones) and their use are strictly forbidden once inside of the show. You hereby grant Great Room Escape, LLC and Haunted Hotel, Inc the right to use your

(Continued on back)

image, likeness, actions and statements in any transmission, publication or reproduction of the show in any means or circumstances, without any further permission or compensation.

APPEARANCE RELEASE - For good and valuable consideration, the receipt of which from Great Room Escape, LLC and Haunted Hotel, Inc. ("Company") is acknowledged, I hereby expressly grant to Company and to Company's assigns and to Company's and such assigns' employees, agents, licensees and assigns, the right to photograph, film or tape me, and to record my voice, conversations, performances, poses, acts, musical compositions, plays and appearances, and to use my picture, photographs, silhouette and other reproductions of my physical likeness and sounds as part of any still camera photograph, motion picture, film and/or video tape (hereinafter "Products"), and in connection with the exhibition, distribution, broadcasting (online, theatrically, on television or otherwise) of the Products, or any derivative works thereof, in perpetuity, and in any medium or form, whether alone or coupled together with other audio or audio-visual material, and for any advertising, promotion, or any other lawful purpose whatsoever. I expressly understand and agree that any such photograph, film, tape or other recording of my physical likeness and performances as embodied in the Products, all rights therein as embodied in the Products, and all results and proceeds derived therefrom, shall be the sole and absolute property of Company, in perpetuity, and that Company, its licensees, successors and assigns shall have the unlimited right throughout the universe to copyright and publish, exhibit or use the Products or any part thereof as set forth herein.

I agree that I will not assert or maintain against Company, and/or Company's successors, assigns and licensees, any claim, action, suit or demand of any kind or nature whatsoever, including but not limited to those grounded upon invasion of privacy, rights of publicity, moral rights or other civil rights, or for any other reason in connection with Company's use of my physical likeness and performances in the Products as herein provided. I hereby release Company, its successors, assigns and licensees, and each of them, from and against any and all claims, liabilities, demands, actions, causes of action, costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which I ever had, now have, or may, shall or hereafter have by reason, matter, cause or thing arising out of Company's use as herein provided.

I further agree that Company may use and license others to use my name, voice, likeness and any biographical material concerning me which I may provide, in any and all media, and in the promotion, advertising, and publicizing of the Products, throughout the world in all media, by any method or device now known or hereafter devised, an unlimited number of times, and in perpetuity. I further represent that any statements made by me during my appearance are true to the best of my knowledge, and that neither they nor my appearance and performances will violate or infringe upon the rights of any third party.

I hereby waive any right or inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that Company will rely on this permission potentially, at substantial cost to Company and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

I affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to any of Company's employees or any representative of any television station, network or production entity for arranging my appearance on the Products.

In signing this release, I acknowledge and represent that I HAVE READ THE FOREGOING Waiver of Liability and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from foregoing written agreements, have been made: and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

(Check Here) I accept Great Room Escape's Release of Liability Waiver

By signing my name below, I indicate my acceptance and delivery of this waiver and release. I acknowledge that I have been given an opportunity to prevent or correct any error in connection with this waiver form. If I have submitted this waiver form in error, I will immediately notify you of the error, revoke my signature as instructed, and refrain from participating in any event or activity to which the waiver applies, as provided in Section 204(b) of the Uniform Electronic Transactions Act.

SIGNATURE HERE _____