

THE CROOKED KEY, INC.
ACCIDENT WAIVER & RELEASE OF LIABILITY

1. **WAIVER OF INJURIES.** I am about to participate in escape games operated by The Crooked Key. I understand that participating in escape rooms can result in injuries to me. I release, waive, discharge, and covenant not to sue anyone associated with The Crooked Key, and anyone associated with its operations, from any and all liability, injuries (physical or mental), or any and all other claims and damages of whatever nature, present and future, as a result of participating in an event sponsored by The Crooked Key. By way of example only, such injuries may arise from the negligence or carelessness on the part of The Crooked Key, including but not limited to dangerous or defective equipment or property owned, maintained, or controlled by The Crooked Key, physical impairment or injuries, emotional trauma or stress (or anything associated with such trauma or stress), or monetary loss, which may occur as a result of participating in the escape rooms.
2. **I AM HEALTHY.** I have no physical or mental illness which will prevent me from participating in escape rooms in a safe manner for myself or others. I am mentally, emotionally, and physically able to perform the tasks associated with these escape rooms, including but not limited to simulated physical restraint, simulated confinement in small rooms/spaces; simple tool use; problem solving; variations in lighting and environment; physical activity including crawling, walking, standing, bending, lifting twenty pounds or less; mental stress and anxiety; being in a reasonably small space with up to twelve people; and the possibility of failure to escape the room within the allotted time.
3. **I AM NOT INTOXICATED.** I am not currently under the influence of drugs or alcohol which will impair my ability to maintain my safety awareness or endanger others. I acknowledge staff or other authorized agents of The Crooked Key may, in their sole and subjective discretion, remove me from the premises by any lawful means, if I am disrupting or endangering others, am drunk/high, or am damaging property in the escape rooms.
4. **ADA STATEMENT.** I understand that not all of The Crooked Key's games are wheelchair accessible ("Escape from the Old West" is.) Special accommodations for disabilities may be provided with advance notice.
5. **EXITS.** The game room entrances will remain unlocked at all times, and will be clearly marked with emergency exit signs. Facility exits are in the front and rear of the premises.
6. **IF I PANIC.** If I am unable to perform the functions to complete the escape room or am experiencing a personal hazard, or if there is an emergency (my own or otherwise), I will notify The Crooked Key personnel immediately.
7. **IF I BREAK STUFF.** I accept responsibility for anything I willfully and deliberately break and/or damage, or break by neglecting the instructions of The Crooked Key staff, and hereby give The Crooked Key permission to charge the value of the broken item to my credit card.
8. **IF I LOSE STUFF.** I acknowledge and agree to waive, release, and discharge The Crooked Key as well as any of its assigns for the loss or theft of any of my personal property. I am responsible for my belongings while here.
9. **MARKETING.** I will be on a live video/audio feed which will enable The Crooked Key personnel to see and hear me, and I agree that The Crooked Key, or any of its assigns, has the right to use photos or any video or sound footage of me during my participation in these escape rooms for any marketing purposes.
10. **THIS IS A BROAD RELEASE.** I agree and understand that this Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent possible under applicable law. In the event of a dispute, I agree that the appropriate venue shall only be the courts of Routt County, Colorado. Should any part of this waiver be found unenforceable, the remaining provisions will be enforced separately and will still be valid.

I, _____, CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS CONTAINED HEREIN, INCLUDING THAT THIS DOCUMENT IS, AMONG OTHER THINGS, A RELEASE OF LIABILITY, IS A LEGALLY-BINDING CONTRACT, SIGNED OF MY OWN FREE WILL.

Participant's Signature

Date

Email Address

THE CROOKED KEY, INC.
ACCIDENT WAIVER & RELEASE OF LIABILITY

IF YOU HAVE A CHILD/MINOR UNDER THE AGE OF EIGHTEEN, THIS RELEASE MUST BE SIGNED BY YOU, ON BEHALF OF YOUR CHILD/MINOR.

I, _____ (parent or guardian), am the parent and natural or legal guardian of _____ (minor's name).

I have read and signed *The Crooked Key Accident Waiver & Release of Liability* for and on behalf of my child/ward. On behalf of my child/ward, I agree to all of the terms contained in *The Crooked Key Accident Waiver & Release of Liability*.

On behalf of my child/ward, I agree to bind him/herself, his/her personal representatives, assigns, heirs, and next of kin to the terms of *The Crooked Key Accident Waiver & Release of Liability*.

I also authorize any licensed physician, emergency medical technician, hospital, or other medical or healthcare facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. I consent to the administration of all medical care.

By signing this agreement, I agree that I (or my responsible party) lose my/our right to sue anyone involved with these escape rooms, per *The Crooked Key Accident Waiver & Release of Liability*, which by my signature below, I agree to on behalf of my child/ward. Children under the age of thirteen must be accompanied by an adult.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS CONTAINED HEREIN, INCLUDING THAT THIS DOCUMENT IS, AMONG OTHER THINGS, A RELEASE OF LIABILITY, IS A LEGALLY-BINDING CONTRACT, SIGNED OF MY OWN FREE WILL. THINGS, A RELEASE OF LIABILITY, IS A LEGALLY-BINDING CONTRACT, SIGNED OF MY OWN FREE WILL.

Guardian's Signature

Date

Emergency Contact Number

