

**RELEASE OF LIABILITY, WAIVER OF CLAIMS  
ASSUMPTION OF RISKS, INDEMNITY AGREEMENT AND LICENCE**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION  
FOLLOWING AND ACCIDENT**

**PLEASE READ CAREFULLY!**

Initial

**TO: SMARTY PANTZ ENTERTAINMENT CORP. (hereinafter referred to as "SMARTY PANTZ").**

**ASSUMPTION OF RISKS**

I am aware that entering the SMARTY PANTZ premises, participating in the puzzles, engaging in entertainment with others and activities related to the escape rooms concept (hereinafter collectively referred to as the "**ACTIVITIES**") involve many risks, dangers and hazards including, but not limited to falling or slipping, collision with other persons, confrontations with other persons; assault by other persons; loss of balance or control; negligence of other persons; and **NEGLIGENCE ON THE PART OF SMARTY PANTZ OR ITS STAFF. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF SMARTY PANTZ OR ITS STAFF TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AGREEMENT AND LICENCE**

In consideration of SMARTY PANTZ accepting my registration, booking an escape online, on the phone or in person, and permitting my use of its facilities (hereinafter referred to as "the facilities"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against SMARTY PANTZ, and its directors, officers, employees, agents, representatives, volunteers, sponsors, successors and assign (all of whom are hereinafter collectively referred to as "THE RELEASEES"), and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from either my use of or my presence on the facilities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE **OCCUPIERS' LIABILITY ACT, R.S.B.C. 1996, c. 337**, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. The Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction;
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia; and
6. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of the activities other than what is set forth in this Agreement.
7. SMARTY PANTZ and its employees, agents and contractors may take my photograph, or create an image, video, portrait or likeness of me in any other manner, for use by SMARTY PANTZ in its promotional materials and advertising in all forms and in any media, and I hereby consent to the use by SMARTY PANTZ of any such photograph, image, video, portrait or likeness for such purposes. I waive any right to approve or edit such photograph, image, video, portrait or likeness. If I am attending as part of a group booking for a business event, I represent that I am authorized to, and do hereby grant SMARTY PANTZ a non-exclusive, royalty-free, worldwide license to use the business' name and its logo in promotional materials and advertising of SMARTY PANTZ business and services in any form and in any media.

**PLEASE READ OTHER SIDE**



## Rules of Play at Smarty Pantz

We understand that the ticking clock and an unfamiliar location can be stressful and fun all at the same time, but please remember respect and common sense.

1. This is a FUN activity that will challenge your brain, not your brawn. **Nothing needs to be forced or pried apart. If it seems like a bad idea, it probably is**, better to ask your host via walkie talkie if you're unsure about something.

2. **Keep in mind, if you break something and it shows it was forced, pried or was generally a bad idea on your part, you may be on the hook financially.** We don't want to enforce this rule but others before you have established a precedent.

2. Anything with **RED TAPE on it is OUT OF PLAY....**RED TAPE objects exist so that our more complex (and majestic) puzzles can live in peace. Also....read rule 2.

3. You can ask your amazing host for two hints while in the room. These are designed to keep you moving in the right direction. Nothing wrong with asking for help.

4. General Safety thoughts...**do not stand or climb on furniture**; everything is within reach for those of average height. If there is something you know you're supposed to be able to reach and can't, please contact the host via walkie talkie.

5. If you need to leave the room for any reason: bathroom, emergency or other reason while the adventure is in play, you may not re-enter the room. Don't worry though; there are lots of brainteasers in our lounge!

6. You have 45 minutes to show the escape game universe what you're made out of!

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGN AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I AM 19 YEARS OF AGE OR OLDER, OR, IF NOT, MY PARENT HAS SIGNED THIS RELEASE BELOW ON MY BEHALF.**

Signature: \_\_\_\_\_ Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_