

**RULES AND REGULATIONS AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT**

(hereinafter referred to as the "Agreement")

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION AGAINST GTFO INC. FOLLOWING AN ACCIDENT.

**\*\*\* PLEASE READ CAREFULLY \*\*\***

**RULES AND REGULATIONS**

I, the undersigned, hereby acknowledge, appreciate and agree that:

1. I fully understand the importance of and agree to fully comply with all rules and regulations as prescribed from time to time by GTFO Inc. and further agree to follow the reasonable directions and instructions from GTFO Inc. while participating in any games within the premises of GTFO Inc.
2. Personal belongings such as cell phones, cameras, electronic recording devices and bags shall not be brought into the activity rooms.
3. Smoking, drinking, eating, photo-taking, video-taking or similar activities within the premises of GTFO Inc. are strictly forbidden.
4. I will not conduct any unruly or unlawful behavior, activities, destruction or stealing of property, or any other unacceptable behavior within the premises of GTFO Inc.
5. I will be liable for all costs of repairs of any damages to any property I have caused deliberately, carelessly or negligently including but not limited to damages to the props, doors and any fixtures inside the activity rooms and within the premises of GTFO Inc.
6. Any photographs and/or videos taken of me could reasonably be used by GTFO Inc. for advertising, promotion or marketing purposes without my consent or knowledge.
7. GTFO Inc. will not be responsible for the participant in the case of anxiety or similar responses associated with claustrophobia or other similar disorders. I understand and attest that I am in good physical and mental health to participate in the activities within, and that no excessive physical force is to be used in any form within the premises.
8. I am not under the influence of alcohol, drugs or other side effects of any medications and do not suffer from any health conditions that could be aggravated by my participation in any activities at GTFO Inc.
9. GTFO Inc. is not responsible for any damage or loss of personal property of any participants.
10. Violation of any rules or regulations within will result in my immediate expulsion from the premises without any refund or compensation.
11. My knowledge about GTFO Inc.'s game plans, storylines, riddles, puzzles, solutions of the riddles and puzzles, decorations, props and designs are strictly confidential and constitute commercial secrets and intellectual property rights of GTFO Inc. Specifically, the confidential intellectual property associated with the activity rooms, including all discussions and explanations of the escape plans, are confidential. I agree to not copy, disclose, and engage in any way in the unauthorized use of the Confidential Information. I am aware that breach of such confidentiality obligations will cause irreparable harm and damages to GTFO Inc. and GTFO Inc. is entitled to (in addition to any other legal remedies available) limit or prevent my access to GTFO Inc. indefinitely.

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE, APPRECIATE AND AGREE THAT I HAVE CAREFULLY READ THE RULES AND REGULATIONS AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND ITS TERMS AND ALL LEGAL EFFECTS THAT MAY AFFECT MY RIGHTS UNDER THE LAW. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY UNDERSIGNING, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR UNDUE INFLUENCE FROM GTFO INC. OR ANY OF THE RELEASEES. I FULLY UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AM WAIVING SUBSTANTIAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNEES AND REPRESENTATIVES HAVE TO CLAIM AGAINST GTFO INC. FOR LIABILITIES FOR PERSONAL INJURY AND OTHER DAMAGES SUSTAINED BY ME ARISING FROM MY PARTICIPATION IN ANY ACTIVITIES AT GTFO INC.

I AM 18 YEARS OF AGE OR OLDER, OR, IF NOT, MY PARENT OR LEGAL GUARDIAN HAS SIGNED THIS RELEASE BELOW ON MY BEHALF.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

PARTICIPANT or PARENT/GUARDIAN'S SIGNATURE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

## **ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT**

### **ASSUMPTION OF RISKS**

While I understand that GTFO Inc. has used its best endeavor to maintain a reasonably safe gaming environment in its premises for all participants, I am fully aware and understand that participating in the puzzles, engaging in entertainment with others and activities related to the escape rooms concept (hereinafter collectively referred to as the "ACTIVITIES") in the premises of GTFO Inc. may involve 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 GTFO INC. OR ITS STAFF. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF GTFO INC. 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**

In consideration of GTFO Inc. accepting my registration, booking an reservation 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 GTFO Inc., and its directors, officers, employees, agents, representatives, volunteers, sponsors, successors, instructors, guides, contractors and assignees (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.A. 2000, c. O-4, 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 including but not limited to those caused by mobility restrictions (including but not limited to light physical restraint) reduced visibility (including but not limited to being blind folded), darkness, gore, sudden or unexpected sudden motions, horror (images and/or sounds), flashing lights, props, obstacles, uneven flooring, tight spaces and any kinds of special effects, the participant's own failure to remain within the designated areas, the actions or negligence of other participants and the possible negligence on the part of GTFO Inc. and all Releasees.
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 Alberta and no other jurisdiction;
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta;
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. GTFO Inc. 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 GTFO Inc. in its promotional materials and advertising in all forms and in any media, and I hereby consent to the use by GTFO Inc. 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 GTFO Inc. a non-exclusive, royalty-free, worldwide license to use the business' name and its logo in promotional materials and advertising of GTFO Inc. business and services in any form and in any media.