

## BLUE MOOSE LLC LIABILITY WAIVER

In consideration of the risk of injury while participating in the Blue Moose LLC (Blue Moose VR, Blue Moose Axe Throwing, Blue Moose Escape Rooms and Blue Moose Team Challenge) events 'Activity' and as consideration for the rights to participate in the Activity, I hereby, for myself, my heirs, executors, assigns, or personal representatives knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity and do release and forever discharge Blue Moose LLC, located at 437 Chestnut Street, Mifflinburg, PA 17844, its affiliates, managers, members, agents, attorneys, staff, volunteers or their representatives or assigns, for any physical or psychological injury, damages, economic or emotional loss that I may suffer as a result of my participation in the aforementioned activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE POTENTIAL RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY. THESE MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURIES, PAIN, ECONOMIC OR EMOTIONAL LOSS, AND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE OR THE CONDITION OF THE ACTIVITY LOCATION. NEVERTHELESS, I ASSUME ALL RELATED RISKS, KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE BLUE MOOSE LLC (BLUE MOOSE VR) AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST BLUE MOOSE LLC (BLUE MOOSE VR) FOR PERSONAL INJURY.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into without duress or coercion. This is the full and complete agreement.

In the event that any provision within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition phrase or portion of this agreement shall be

determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the severed clause does not affect the intent of the parties.

If a court should find that any provision of this agreement is invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written construed and enforced as limited.

I agree that I will NOT engage in the Activity:

1. If I have any communicable or infectious disease or illness, skin disorder, large cuts, open sores or wounds
2. If I am under the influence of alcohol or drugs
3. If I am epileptic, unless in the opinion of my physician, my epilepsy is under medical control, so that I am in sufficient control of my seizures not to endanger myself.

I understand that any items I bring to Blue Moose LLC, including but not limited to an MP3 player, cell phone, other personal electronics, jewelry, glasses, etc, are my responsibility, and that Blue Moose LLC, is in no way responsible for lost, missing, stolen or damaged items.

By entering Blue Moose LLC, location or premises, I authorize Blue Moose LLC to use the following personal information:

1. My picture—including photographic, motion picture, and electronic (video) images.
2. My voice—including sound and video recordings.

I hereby grant Blue Moose LLC (Blue Moose VR) its subsidiaries, successors and assignees the right to publish, and reproduce, for all purposes, my name, pictures of me in film or electronic (video) form, sound recordings of my voice, and printed and electronic copy of the information described in sections 1 and 2 above in any and all media, including, without limitation, cable and broadcast television, and internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and print media.

By entering Blue Moose LLC premises, I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment from Blue Moose LLC for use of any of the material described above, for any of the purposes authorized by this release. I also waive any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

I acknowledge that I have read the foregoing and I fully understand the contents. I also certify that in the event that I am signing on behalf of a minor who is under the age of 18 years, to whom this release applies and that I have the legal authority to execute this release, I approve the foregoing and agree that we shall be bound thereby.

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Signature of Participant or Guardian

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Date