

Quandary Waiver & Release

THIS RELEASE IS MADE BETWEEN, [*print name*] _____, age(s) [if *younger than 18*] _____ on his/her/their behalf and/or on the behalf of a minor child (hereafter referred to as the "Releasor"), and Quandary LLC known as "Releasee" and Licensees in addition to Cooke Properties LLC and Morrelle Corporation.

The Releasor, hereby represents and warrants that: (i) he/she has freely chosen to participate in the Game (the "Participation", "Mission", "Escape", "Activity"); (ii) Releasor is aware no part of the Participation requires excessive use of force, that exerting energy, navigating stairs/uneven footing, confined spaces and instances of restricted movement can be a part of the Game, and that all participants need to be able to climb stairs, bend, sit, and kneel; (iii) Releasor is of good health and is not aware of any health or medical condition which could be aggravated or jeopardized by Releasor's Participation, or which could endanger or adversely affect the health or safety of any other participants in the Game; (iv); (v) Releasor acknowledges that Releasee has no knowledge of the health or medical history of Releasor or any participants and that the Releasor assumes any and all responsibility for his/her Participation; (vi) Releasor acknowledges that Releasee is relying on the contents of this release.

Except for the gross negligence or willful misconduct of Releasee, the Releasor hereby releases Releasee from all actions, claims and demands including all liability for personal injury and property damage and all expenses or costs (including legal fees) related thereto incurred by the Releasor and in relation to the Releasor's Participation.

Releasor hereby agrees to indemnify and hold Releasee harmless from and against any claims by or on behalf of Releasor, as well as any claims relating to Releasor's Participation, including without limitation, actual or alleged, caused or contributed to by Releasor.

The Participation will be recorded on CCTV with audio, and still photographs may be taken. Releasor agrees that Releasee may, but is under no obligation, to use any recordings of the Participation featuring Releasor solely for promotional purposes in any language or form including but in no way limited to film, internet, social media, television, video, mobile, satellite, uni-directional or interactive, single or cross/multi-platform, or any other form of transmission, communication, or dissemination now known or hereafter created, universe (physical or virtual). .Releasor agrees not to video, record or photograph any of the Quandary escape or game rooms, nor disseminate or share any of the proprietary intellectual property (puzzles, riddles, props, codes and/or solutions) of the Quandary as it pertains to the physical layout, design, missions, plots, story lines, and/or characters for financial benefit, direct or indirect.

Releasor further agrees he/she is financially responsible for any damage done to props, puzzles and/or property as a result of overly aggressive game play or reckless disregard of all posted warnings and/or rules. Further, releasor is not entitled to a refund or credit if they are found by Quandary personnel to be in violation of rules posted on the website and/or upon the premises, which include disruptive behavior, overly aggressive handling of props and puzzles, and/or obvious intoxication. Releasor further agrees he/she is financially responsible for any damage done to any and all property.

IN WITNESS WHEREOF this Release is executed at Wallingford, CT on ____/____/____

Print Name: _____ Sign Name: _____

I am the lawful Guardian of the Minor Child. I have read and agree to the terms of this Release.

Print Name: _____ Sign Name: _____