RELEASE OF LIABILITY FORM
Please read thoroughly, as this affects your legal rights.

In exchange for participation in the activity of Interactive Entertainment organized by Dark House Entertainment LLC ("The Basement"), of 3440 Polaris Ave. Las Vegas, NV 89102 and/or use of property, facilities and services of The Basement (the "Event"),

I, ____________________________ FULL LEGAL NAME ____________________________ agree for myself and (if applicable) for the members of my family to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any written or oral instructions or directions given by The Basement, or the owners, members, employees, representatives, contractors, successors, assigns, and/or agents of The Basement (“Basement Parties” and collectively with The Basement referred to as the "Releasors").

2. I understand and agree that there are certain inherent risks associated with the above-described activity and I assume full and all responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge The Basement and the Basement Parties and each of them from all injuries of every kind or nature that I may suffer in connection with, arising out of, arising under, and/or relating to my participation in the Event, whether foreseeable, intended, unintended, accidental, intentional, or not, or otherwise, as well as or for all losses, expenses, costs, or damages I or my family sustain and/or expended arising out of, relating to, or in connection with our presence upon the premises and/or facilities of The Basement, whether caused by fault of myself, my family, The Basement, Basement Parties, or other parties (collectively “Potential Claims”). By signing this Waiver and Release, I understand and agree that I will be forever be prevented from suing or otherwise claiming against the Releasors for all Potential Claims. I expressly acknowledge and agree that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I have read the above Civil Code section, and fully understand it as well as the nature of the release I am giving. I acknowledge and understand that I may later discover facts different from or in addition to those I now know or believe to be true regarding the matters released or described in this agreement, and even so I agree the releases and agreements contained in this agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. I assume any and all risk of mistake in connection with the true facts involved in the matters, disputes, or controversies described in this agreement or with regard to any facts now unknown to me relating to those matters.

3. I understand that as part of the Event I may be physically touched by others, including but not limited to one or more of the Basement Parties, and/or other third persons, as part of the Interactive Entertainment and I hereby consent to, authorize, and grant permission for all such touching(s), whether foreseeable, intended, unintended, accidental, intentional, or not, or otherwise. In addition, I am aware that the Event will employ the use of flashing lights, strobe lights, tight spaces, colors, smoke, and smells, as well as other sensory experiences involving sight, sound, touch, smell, and motion. If I am pregnant, have a heart condition or other significant health condition, or am sensitive to these items or believe that they may affect my health, I will not participate in the Event. I understand and agree that The Basement and/or Basement Parties have no way of knowing or being aware of the extent of my limitations, restrictions, sensitivities, phobias, and/or other physical, emotional, and other conditions, and therefore understand and agree that I am solely responsible for declining participation in the Event and assume all responsibility for all consequences of my participation in the Event. I understand that the activities I am voluntarily engaging in are physical and unpredictable in nature and involve forces and elements beyond the control of The Basement/Basement Parties, and could lead to bodily injury, property damage, including permanent injuries and even death, even if the exact nature of the injury(ies) may or may not be foreseeable.

4. I agree that I will not touch or otherwise make purposeful physical contact with any third parties and/or employees, representatives and/or agents of The Basement, including each and every one of the Basement Parties.

5. I agree to defend, indemnify and hold harmless The Basement, The Basement Parties and each of them against all claims, lawsuits, proceedings, investigations, causes of action, damages, liabilities, judgments, costs and expenses, including attorneys’ fees and other litigation costs, which may in any way arise from, arise out of, my or my family’s use or presence upon the facilities of The Basement and/or in connection with or related to my participation in the Event.

6. I agree to pay for all damages to the facilities of The Basement caused by my or my family’s negligent, reckless, willful actions, the extent of and cost of which damages are to be determined by The Basement at its sole discretion.

7. I agree that all claims of any kind or nature that may arise from, involve, and/or relate to my or my family’s participation in the above shall be resolved under California law and pursuant to the binding arbitration provision herein.

8. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review this agreement if I so desire. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that The Basement has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

9. This agreement and each of its terms are products of an arms’ length negotiation between parties. In the event that any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which lead to a construction either “for” or “against” a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to particular occurrence or circumstances, shall not affect the validity or enforceability of any other provision of this agreement or any other application of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

11. By signing this release form, I authorize The Basement and Basement Parties to use

1) My picture – including photographic, motion picture, and electronic (video) images, and/or that of my child (if applicable).
2) My voice – including sound and video recordings, and/or that of my child (if applicable).

CONTINUED ON SECOND PAGE
I hereby grant to The Basement, Basement Parties, and each of their subsidiaries, licensees, successors and assigns, the irrevocable, perpetual, royalty-free, paid-up, and worldwide right to use, publish and reproduce, for all purposes, my and/or my child’s name, identity, likeness, image, photographs, pictures and all other depictions in any tangible or intangible medium, including film and electronic (video) form, sound and video recordings of my voice, and printed electronic copy of the information described in sections (1) and (2) above in any and all media including without limitation, cable and broadcast television, the Internet, social media sites, and mobile applications, and for exhibition, distribution, promotion, advertising, sale, press conferences, meeting, hearings, educational conferences, and in brochures and other online and print media in connection with the advertisement and promotion of the Event and The Basement, and/or any other purpose. This permission extends to all language, media, formats, and markets now known or hereafter devised. I further grant The Basement all right, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant The Basement the right to such materials for marketing, communications, or advertising and/or other purposes, as it deems fit. I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for The Basement’s use of, or any rights to inspect or approve, finished photographs, audio, video, multimedia, or advertising and copy printed matter or computer generated scanned images and other electronic media that may be used in conjunction therewith or to approve the eventual use to which it might be applied.

12. Confidentiality/Non-Disclosure. You acknowledge that during the course of your experience in the facilities of the Basement you will learn certain information that must be maintained confidential in order to ensure the continued success of the Basement and its operations. You further acknowledge that your disclosure of any such information to third-parties and/or the public, including through digital mediums and social media would result in irreparable harm to the Basement. Based thereon, you agree that any and all information you may obtain concerning the operation of the facilities of the Basement, including but not limited to story lines, characters, puzzles, fictional scenarios, game strategies, any “passcodes” or other information which is necessary to complete and participate in the experience provided by the Basement must be maintained confidentially and you expressly agree that you will not disclose or cause to be disclosed such confidential or proprietary information to third-parties or the public, including through the use of social media or other digital outlets. I agree that in the event Basement and/or Basement Parties initiate legal proceedings, whether seeking injunctive relief or otherwise, to enforce the provisions of this Paragraph, that they shall be entitled to all of their attorneys’ fees and costs.

13. Arbitration. I agree to submit all disputes I may have or raise against The Basement and/or Basement Parties for resolution through binding arbitration through JAMS or ADR Services, Inc. to be held in Los Angeles, California and such arbitration shall be heard by a single arbitrator, either agreed to upon by the parties or selected by strike procedure. I agree to voluntarily forego the right to a jury trial or court trial. Nothing herein shall limit the ability of the parties to seek immediate injunctive relief from a court of competent jurisdiction in the event of potential immediate or irreparable injury, and in the event The Basement and/or Basement Parties seek injunctive relief I agree that no bond and/or security shall be required by them.

14. I hereby waive any and all right to seek compensatory damages, lost profits, exemplary damages against the Basement, its owners, employees, representatives and agents, and agree that any damages that I may suffer for my participation in the Event shall be limited to a refund of the admission fees that I have paid for my participation in the Event. THE BASEMENT AND/OR BASEMENT PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, OR ANY OTHER TYPES OF DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

15. No Warranties. THE BASEMENT AND/OR BASEMENT PARTIES EXPRESSLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT AND/OR THE EVENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, ANY WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE, AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION.

16. In case of emergency, please call _______________ EMERGENCY CONTACT _______________ RELATIONSHIP _______________ at (______) PHONE NUMBER _______________.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING DOCUMENT AND I FULLY UNDERSTAND THE CONTENTS HEREOF. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Name: ___________________________ Signature: ___________________________ Date: ____/____/____

PARENTAL CONSENT (if applicable)

I am the legal guardian of the individual below identified as the minor (“Minor”). As a material inducement to Company’s permission of Minor’s entry into the Event, I agree to personally guarantee the Minor’s obligations to Company under the Release of Liability Form, as well as guarantee the Minor’s full performance of the terms and conditions thereof. I further guarantee that Minor will not dis-affirm the Release of Liability Form and that, upon Minor reaching majority, will ratify and confirm the Release of Liability Form in writing. I agree to fully cooperate with Company in connection with the approval, and/or enforcement of the Release of Liability Form, if sought by Company, and agree to provide any and all consents or other documents required thereby. In the event of a breach or dis-affirmance of the Release of Liability Form by Minor, or a breach of my obligations hereunder, I agree to defend, indemnify, and hold harmless Company from all claims, damages, losses, expenses, costs, liabilities, of every kind and nature, arising out of, relating to, or in connection therewith. I agree that in any action brought against Company by Minor asserting, seeking and/or alleging the voidance, disaffirmance, unenforceability, invalidity, or nonapplicability of the Release of Liability Form, and/or in any way otherwise challenging the Release of Liability Form or any provision therein, as well as in any action brought by Company against Minor enforcing or attempting to enforce the Release of Liability Form and/or any provision therein, that I shall be responsible for Company’s attorneys’ fees and costs incurred in connection therewith and/or relating thereto.

Minor Name: ___________________________ Parent Name: ___________________________ Parent Signature ___________________________