Waiver, Parental Waiver, and Release of Liability

This Waiver, Parental Wavier, and Release of Liability ("Agreement"), is entered into as of the date below, by and between the individuals named below ("Participants") and Ryptic LLC ("Ryptic"). In consideration for participating in the Escape from the Poltergeist™ game (the "Activity") organized by Ryptic and/or the use of the property and services of Ryptic relating thereto, I agree for myself and any members of my family, to the following:

1. I agree to observe and obey all rules and warnings, and further agree to follow any oral instructions and/or directions given by Ryptic, or its employees, representatives or agents.

2. I recognize that there are certain inherent risks associated with the Activity and I assume full responsibility for any personal injury to myself and my family members (if applicable). I further release and discharge Ryptic for any and all injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Ryptic, whether caused by the fault of myself, my family, Ryptic or any other third parties.

3. I agree to indemnify, hold harmless, protect and defend Ryptic against all demands, losses, claims, damages, costs, expenses, legal fees, liabilities, suits, proceedings, and actions, whether judicial, administrative, investigative or otherwise (the "Damages"), of whatever nature, known or unknown, liquidated or unliquidated, to which Ryptic may become subject by reason of my or my family's use of or presence upon the facilities of Ryptic, including any Damages arising from my or my family members (if applicable) violation of Section 1 above.

4. I agree to pay for all damages to the facilities of Ryptic caused by my or my family's negligence, willful misfeasance, or reckless disregard.

5. 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 it before signing. 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 Ryptic will not refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

6. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event 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 would 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. Accordingly, the Parties specifically reject the application of Cal. Civ. $1654 to this Agreement, as well as any other statue or common law principles of similar effect. In the event that any of the provisions of this Agreement will be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

7. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined and settled by arbitration in San Francisco, pursuant to the rules then pertaining of the American Arbitration Association, and any award rendered will be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. This Agreement, and all claims arising under or in connection therewith, shall be governed by the laws fo the State of California without regard to the conflicts of law provisions thereof and will be binding upon the parties and their respective successors and assigns.

8. No waiver or modification of this Agreement will be binding upon either party unless made in a writing signed by each party, and no failure or delay in enforcing any right under this Agreement will be deemed a waiver of such right.

9. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. I have read this document and understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights.

Date	Full Name of Participant	Signature of Participant (or Legal Guardian)
Date	Full Name of Participant	Signature of Participant (or Legal Guardian)
Date	Full Name of Participant	Signature of Participant (or Legal Guardian)
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