



In exchange for participation in the activity of Interactive Entertainment organized by Captured Entertainment ("Captured LA"), of 435 S. Broadway, Los Angeles, California 90013 and/or use of property, facilities and Services of Captured LA (the "Event")

I, (Name) \_\_\_\_\_ (Email) \_\_\_\_\_

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 Captured LA, or the employees, representatives or agents of Captured LA.
2. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Captured LA, its owners, employees, representatives and/or agents for injury that I may suffer in connection with or related to my participation in the Event, or any kiss or damage arising out of my or my family's use of or presence upon facilities of Captured LA, whether caused by fault of myself, my family, Captured LA or other parties.
3. I understand that as part of the event I may be physically touched by certain employees, representatives and/or agents of Captured LA as part of the Interactive entertainment and I hereby grant permission for such touching. In addition, I am aware that the event will employ the use of flashing lights, strobe lights, tight spaces, colors, smoke, and smells. 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.
4. I agree that I will not touch or otherwise make purposeful physical contact with any employees, representatives and/or agents of Captured LA.
5. I agree to indemnify and defend Captured LA, its owners, employees, representatives, and agents against all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, which may in any way arise from my or my family's use or presence upon the facilities of Captured LA 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 Captured LA caused by my or my family's negligent, reckless, or willful actions.
7. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.
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 Captured LA 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 of unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstances, shall not affect the validity or enforceability of any other provision of this agreement or of 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 agreement.
11. By signing this release form, I authorize Captured LA, 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 to Captured LA, its subsidiaries, licensees, successors and assigns, the right to use, publish and reproduce, for all purposes, my name, picture of me in 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 and the Internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meeting, hearings, educational conferences, and in brochures and other print media in connection with the advertisement and promotion of the Event and Captured LA. This permission extends to all language, media, formats, and markets now known or hereafter devised. This permission shall continue forever unless I revoke the permission in writing.

I further grant Captured LA all right, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant Captured LA the right to such materials for marketing, communications, or advertising 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 Captured LA'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 Captured LA you will learn certain information that must be maintained confidential in order to ensure the continued success of Captured LA 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 Captured LA. Based thereon, you agree that any and all information you may obtain concerning the operation of the facilities of Captured LA, including "passcodes" or other information which is necessary to complete and participate in the experience provided proprietary information to third-parties or the public, including through the use of social media or other digital outlets.



13. I hereby waive any and all right to seek compensatory damages, lost profits, exemplary damages against Captured LA, 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. I acknowledge that I have read the foregoing and I fully understand the contents hereof.

14. In case of emergency, please call

\_\_\_\_\_ (Relationship) \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_\_

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Print Name

Signature

Date

\_\_\_\_\_

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_

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

PHONE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): \_\_\_\_\_

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