

Date: _____
Game Time: _____



Staff to complete
 Intro Adv
Escape Time: _____

AGXSCAPE ROOM AGREEMENT

In consideration for my ability to participate in the AgXscape Room located on the premises of Hilmar Cheese Company, Inc. ("HCC"), I hereby represent, warrant, acknowledge and agree as follows:

1. Rules and Policies.

a. I understand that no foods or drinks are allowed in the room. I will be in a small room with up to 6 people. I will be in dim lighting, and simple tools and objects will be used to complete the game. I understand that there are no clues under the carpet, in the ceiling or in electrical outlets, and I will not inspect these areas for clues. I will not move the furniture. I understand that I am not permitted to take video or photographs during the game. I understand that my violation of any of these rules may result in the loss of my ability to participate in the AgXscape Room.

b. I understand that my AgXscape Room session fee is not refundable for any reason.

c. I consent to the use of my reservation information for purposes of market research, and I give permission to the HCC Parties (as defined below) to contact me with special offers and other marketing materials.

d. I understand that by submitting or suggesting any puzzle, clue, theme or scenario idea to the HCC Parties, I grant HCC, as well as its successors and assigns, without further consideration, consent, prior notice, approval or inspection, a perpetual, exclusive and irrevocable license and right to use, in original or altered form, such puzzle, clue, theme or scenario idea.

e. I understand that the HCC Parties are not responsible for any lost or stolen valuables or property from the AgXscape Room or the related premises.

2. **ASSUMPTION OF RISK. I AM AWARE THAT PARTICIPATION IN THE AGXSCAPE ROOM CAN BE A HAZARDOUS ACTIVITY. I AM VOLUNTARILY PARTICIPATING IN THE AGXSCAPE ROOM WITH KNOWLEDGE OF THE DANGER INVOLVED, AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, DEATH AND/OR PROPERTY DAMAGE THAT MAY ARISE OUT OF, RELATE TO OR RESULT FROM MY PARTICIPATION.**

3. Release. To the maximum extent permitted by applicable law, I hereby waive and release HCC, its affiliates, and their respective owners, directors, officers, managers, employees, agents, insurers and contractors (collectively, the "HCC Parties"), from any and all claims, demands, causes of action, damages and/or suits at law or equity of whatever kind or nature, that I, my assignees, heirs, distributees, guardians, and legal representatives now have or may hereafter have in connection with any injury or damage arising out of, related to or resulting from my participation in the AgXscape Room. In addition, to the maximum extent permitted by applicable law, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives will not make any claims against, sue, or attach the property of any of the HCC Parties, or suggest or participate in any effort to make any claims against, sue, or attach the property of any of the HCC Parties, on account of or in connection with any injury or damage arising out of, related to or resulting from my participation in the AgXscape Room.

4. Indemnity. I agree to indemnify, defend and hold harmless the HCC Parties from and against any and all claims, liabilities, causes of action, damages, judgments, costs and expenses that may arise out of, relate to or result from my participation in the AgXscape Room, including, without limitation, all consequential damages, whether or not resulting from the negligence of one or more of the HCC Parties.

Headquarters & Innovation Center

8901 North Lander Avenue, P.O. Box 910, Hilmar, CA 95324 USA T: 209.667.6076 Fax: 209.634.1408 hilmarcheese.com

Hilmar Manufacturing Site & Visitor Center: 9001 North Lander Avenue, P.O. Box 910, Hilmar, CA 95324 USA T: 209.667.6076

Turlock Manufacturing Site: 3600 West Canal Drive, Turlock, CA 95380, Mail: P.O. Box 910, Hilmar, CA 95324 USA T: 209.667.6076

Dalhart Manufacturing Site: 12400 US Highway 385, P.O. Box 1300, Dalhart, TX 79022 USA T: 806.244.8800



5. Consent. I grant, without further consideration, HCC, as well as its successors and assigns, permission and consent, as that term is used in California Civil Code section 3344, to use my name, voice, visual image and likeness, in whole or in part, for advertising and promotional purposes, including, but not limited to, video broadcast over the internet, throughout the world in perpetuity. In granting this permission and consent, I understand that my name, voice, visual image and likeness may appear in a variety of forms, including, but not limited to, magazines, newspapers, books, brochures, newsletters, television, video, advertisements, photographs, the internet and various social media platforms. I consent to audio and video monitoring and recording of me in the AgXscape Room and the related premises.

6. **KNOWING AND VOLUNTARY EXECUTION.** I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY BY ME. I AM SIGNING THIS AGREEMENT VOLUNTARILY. I UNDERSTAND THAT BY PLACING MY SIGNATURE BELOW, I CONSENT AND AGREE TO ALL OF THE TERMS SET FORTH IN THIS AGREEMENT.

Group coordinator email: _____ Phone: _____

_____ Print Name of Participant	_____ Signature of Participant (or Parent/Guardian if Participant is under 18 years of age)	_____ Date
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