



Cognito, LLC | 909.696.6053 | [info@xscapepods.com](mailto:info@xscapepods.com)

## Waiver

1. In consideration for receiving permission to participate in an event at Xscape Pods, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Cognito, LLC, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law
2. I am fully aware of the risks and hazards connected with the activities of Xscape Pods and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that I will be participating in an event which maybe poorly lit which could lead to a bad fall or great injury. I understand that Cognito, LLC does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding must be filed or entered into only in California and the federal

or state courts of California. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

5. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Xscape Pods, Cognito, LLC, or the employees, representatives or agents of Cognito, LLC.

6. Cognito, LLC, reserves the right to refuse entry to Xscape Pods facilities if the employees or staff believes that participants are intoxicated or otherwise could create a risk of harm to themselves or other participants.

7. I agree to pay for all damages to the facilities of Xscape Pods caused by my or my family's negligent, reckless, or willful actions.

8. By signing this release form, I authorize Cognito, LLC, 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 Cognito, LLC, 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 Xscape Pods and Cognito, LLC. 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 Cognito, LLC, all right, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant Cognito, LLC, 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 Cognito, LLC'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.

9. Confidentiality/Non-Disclosure: I acknowledge that during the course of my experience in the facilities of Xscape Pods I will learn certain information that must be maintained confidential in order to ensure the continued success of the Cognito, LLC, and its operations. I further acknowledge that my 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 Xscape Pods and Cognito, LLC. Based thereon, I agree that any and all information I may obtain concerning the operation of the

facilities of Xscape Pods, including any “passcodes” or other information which is necessary to complete and participate in the experience provided by Xscape Pods must be maintained confidentially and I expressly agree that I 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.

10. If I am signing for a minor I acknowledge that I am executing the foregoing release on behalf of the minor named on signing, and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing Release. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care to treat the minor named on signing for the purpose of attempting to treat or relieve any injuries received by said minor arising out of or relating to any event sanctioned by Cognito, LLC. I authorize any such Medical Provider to perform all procedures deemed medically advisable in attempting to treat or relieve any such injuries and any related conditions of said minor that may be encountered during the course of attempting to treat or relieve such injuries. I consent to the administration of anesthesia as deemed advisable during the course of such treatment. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk for and on behalf of myself and said minor. I acknowledge that no warranty is being made as to the results of any medical treatment.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

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Participant / Guardian of Minor

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Date

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Name of Minor attending event