

IMPORTANT NOTICE PLEASE READ

Interactive Entertainment, LLC, DBA Eludesions Escape Rooms, (referred to here as "Eludesions", "our", "us", "we") is a provider of amusement game services and facilities. By making a booking or using the facilities at Eludesions Escape Rooms, it is deemed that you understand and accept the following Terms and Conditions:

1. **CONDITION OF ENTRY:** You have read, accept, and will comply with, the Terms and Conditions of Eludesions Escape Rooms.
2. **GAME SERVICE:** You understand that the amusement game service is intended to be an intellectual challenge for your entertainment, and is not intended to test your physical abilities in any way. You understand that you may interact with your environment, but the game does not require or involve any physical challenges, and therefore excludes the use of excessive force and activities such as running, jumping, climbing or striking, or any other physical activity that may cause damage to or harm to people or property.
3. **ROOM AVAILABILITY:** All the experiences at Eludesions Escape Rooms have a maximum capacity for both safety and entertainment purposes. If you have a small party and do not book the entire room, you may be paired with others. If you do not wish to play with anyone else except those in your group, it will be necessary to reserve the entire room. To reserve an entire room, all 10 tickets must be purchased for that room.
4. **LIABILITY:** You agree not to abuse, or use excessive force to handle items in the facility. You accept liability for the full cost for any damage to the facility, staff, props, puzzles, scenery, or any items within our facility caused by you as a participant or caused by you to another person's property. Eludesions Escape Rooms is not responsible for loss or damage to your property.
5. **INDEMNITY:** Eludesions Escape Rooms, its employees, directors and agents are not liable to you, your dependents, or your legal representatives for personal injury suffered by you due to the amusement game services and facilities not being supplied with due care and skill or not being reasonably fit for their purpose or because of negligence, breach of contract, statute or statutory duty by Eludesions Escape Rooms. Subject to the above you accept all risks and hereby waive the right to sue Eludesions Escape Rooms, and you release, discharge, and indemnify Eludesions Escape Rooms, its employees, directors and agents from any claim, action, demand or proceeding which may be made by you or on your behalf or by other parties for, or in respect of, or arising out of any injuries, loss, or damage caused as a consequence of your attendance at Eludesions Escape Rooms or by the use of our amusement game facilities.
6. **CONFIDENTIALITY:** Without the permission of Eludesions Escape Rooms you agree not to disclose any videos, photos or any other business or technical information that Eludesions Escape Rooms considers to be confidential, for example but not limited to the game flow, elements used, disclosed to you directly or indirectly, in writing, orally or visually. Use of cell phones and other recording or photographing equipment is strictly prohibited within the facility.
7. **COPYRIGHT:** You may not use, copy, reproduce, modify, adapt, translate, create derivative works, publish, transfer, distribute, or sell information that Eludesions Escape Rooms considers confidential (in whole or part) without prior consent from Eludesions Escape Rooms.
8. **REFUSE ENTRY:** Eludesions Escape Rooms reserves the right to refuse entry to use our facilities to you, if it is deemed that you are a danger to yourself, the Eludesions Escape Rooms staff or other customers. This includes, but is not limited to, intoxication, drug use, vulgarity, aggressive behavior, and other visible or audible forms of dangerous behavior or actions.
9. **HEALTH CONDITION:** If you are in poor health or impaired by medical conditions that could be worsened using the Eludesions Escape Rooms facilities - you should not and will not be allowed to use our facilities as matter of precaution. You are also responsible for managing your own safety and, if in doubt, should consult a medical professional. Eludesions staff members are not trained medical professionals and can only assist you with non-life-threatening assistance.
10. **MEDICAL TREATMENT:** Eludesions staff members are not trained medical professionals but will offer all reasonable assistance necessary if an emergency occurs. You authorize Eludesions Escape Rooms to take all steps that are reasonably necessary in the event of personal injury and you agree to cover any and all costs of emergency medical treatment and ambulance transportation.

11. **SAFETY:** We have followed every code and had all inspections to ensure the safety of our guests and staff. Our entire facility is protected by a city approved fire safety sprinkler system, all emergency exits are clearly marked, and you are never actually “locked” in a room. Our doors are equipped with magnetic locks that will automatically release in case of emergency, we have manual emergency release available, and all of our rooms are monitored by live people via video surveillance and can be opened immediately by our game masters.
12. **REFUNDS: ALL SALES ARE FINAL.** This is a live event. Eludesions does not offer refunds of any type for bookings or purchased vouchers for any reason including cancellations, denied entries, or no-shows. If fewer people attend than booked, the price difference will not be refunded.
13. **BOOKING ON OTHERS’ BEHALF:** When booking on behalf of another person, you agree that you make that purchase as the authorized agent of that person so that person shall be bound by the same Terms as you. All guests must sign to agree to the Terms and Conditions prior to entering the escape room.
14. **UNDER 16:** At least one paying adult over the age of 18 must accompany and supervise children under the age of 16 at all times. This acting guardian is responsible for, and will be held liable for, any and all child(ren) under his/her supervision and is bound by the Terms on each child’s behalf. Unfortunately, we cannot allow children under the age of 8 into our escape rooms, regardless of supervision.
15. **VIDEO SURVEILLANCE:** The entire premises of Eludesions Escape Rooms is under recorded video surveillance. By entering the premises and/or participating in or engaging in any activities within our facility, you give Eludesions Escape Rooms consent to use video surveillance to assist with the game flow, monitor our facility, and to use against any claims for damages caused to the property or the facilities of Eludesions Escape Rooms by you or your party.
16. **TEAM PHOTOS:** When you allow Eludesions Escape Rooms to take team photos, you consent for us to use these photos for promotional purposes, including, but not limited to, social media websites. If you do not wish to have your photograph used for promotional purposes, on our website, online, or for any other reason, you may deny being photographed.
17. **ALCOHOL AND DRUGS:** You will not be allowed to participate in any escape game activities if reasonably considered to be under the influence of alcohol or drugs. No refunds will be given if you or your party are denied access to our facility.
18. **FOOD AND DRINK:** Food and drink are not permitted in any of our escape rooms.
19. **SMOKING:** Smoking is not permitted anywhere within the Eludesions Escape Rooms facility. Smoking outside the building is permitted in compliance with Arizona Department of Health Services guidelines, to include remaining at least 20 feet away from the entrance. Please completely extinguish your cigars or cigarettes in a safe fashion and dispose of them in a sanitary manner. We happily respect your right to smoke, so please respect our property and help keep it free from butts and potential fire.
20. **CELL PHONE/IPAD:** Mobile phones and iPads may not be used while engaged in the escape game adventure. Everything you will need is provided for you so you will have no need to use any electronic devices.
21. **LATE ARRIVALS:** Please arrive 15 minutes prior to your scheduled game time. Eludesions’ policy for late arrivals is designed to be firm but fair. The game clock starts as scheduled. Late customers will not be permitted to enter a room already in progress. At Eludesions, we feel this compromises the experience of those who planned accordingly and have arrived on time. Since this is a live event, we are required to enforce a firm schedule. If you have reserved the entire room, the game clock will start as scheduled, but you will be allowed to enter the room at any point within the time remaining to attempt to complete the experience.
22. **LEAVING A ROOM:** At Eludesions Escape Rooms, you are never actually “locked” in a room. Our doors are held closed magnetically and any doors you have already opened will remain open. In the event of a fire or emergency, all doors in our entire facility will be de-energized for unrestricted egress. If you must personally leave the escape room for any reason, you will always have the ability to do so at any time. Just remember the game clock never stops, so we highly encourage you to take care of everything before you enter, such as visiting the bathroom facilities, so your experience is not interrupted.