

## Decades Arcade LLC: Terms and Conditions of Entry

PLEASE READ AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS FOR ARCADE ENTRY TO DECADES ARCADE, AS THEY ARE BINDING.

By purchasing the entry ticket ("Arcade Entry"), you ("Entry Holder") agree to be bound by the Terms and Conditions of sale specified herein and any other provision may be specified from time to time by Decades Arcade LLC ("Arcade Owner"). The Arcade Owner, their agents or employees ("Arcade Guardians") shall not be liable for any death, personal injury, loss or damage, however caused while in the venue, location or place related to Decades Arcade ("Site") nor are they liable for any complaints, claims, refunds, or exchange for any reason, including without limitation, cancellation or postponement of the the Arcade Entry. Group Booking fees and Arcade Entry fees shall not be refundable. Any refunds shall be made only at Decades Arcade management's discretion. Arcade Entry is sold subject to the following conditions:

1. You have voluntarily and expressly agreed to play at Decades Arcade at your sole risk. Some Games may cause photosensitivity. Certain medical conditions can be triggered by excessive exposure to fast, flashing lights and certain changes in geometric patterns such as those in some Games.
2. You acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.
3. You further acknowledge that Arcade Owner has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.
4. You further acknowledge that Arcade Owner can not guarantee that you and those you are booking on behalf of, will not become infected with the Coronavirus/Covid-19. You understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, arcade staff, and other arcade clients and their families.
5. You voluntarily seek services provided by Arcade Owner and acknowledge that you are increasing your and those who you are booking on behalf of, risk to exposure to the Coronavirus/COVID-19. You acknowledge that you, and those you are booking on behalf of, must comply with all set procedures to reduce the spread while attending your appointment.
6. You attest that you, and those you are booking on behalf of, will not enter Decades Arcade if at the time of your appointment:
  - a) Any of those booking are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
  - b) Any of those booking have traveled internationally within the last 14 days.
  - c) Any of those booking have traveled to a highly impacted area in the US within the last 14 days.
  - d) Any of those booking believe they have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 within the last 14 days.
  - e) Any of those booking have been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
  - f) Any of those booking are not following all CDC recommended guidelines to the degree possible and limiting potential exposure to the COVID-19/Coronavirus.
7. You and those you are booking on behalf of, hereby release and agree to hold Arcade Owner harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the arcade, or that may otherwise arise in any way in connection with any services received from Arcade Owner. You understand that this release discharges Arcade Owner from any liability or claim that you, my heirs, or any personal representatives may have against the arcade with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Arcade Owner. This liability waiver and release extends to the arcade together with all owners, partners, and employees.
8. Only person(s) who are at least 18 years of age are permitted to purchase Arcade Entry or book Group Adventures. Adults purchasing Arcade Entry for a "Minor" (child between ages 4-14), accept all liability for that Minor. One Adult per Minor with direct supervision always by said Adult while at Site, NO EXCEPTIONS. Arcade Entry is not recommended for children under the age of 4 at this time.
9. Masks are required at this time due to the COVID-19 Pandemic.
10. Entry Holders must enter Site at the designated Entry Time and leave by its expiration. There is no rescheduling or refunds for Arcade Entry for late arrival or missed Entry Time. There is NO RE-ENTRY! Once you enter the Site, you must remain to play for the Entry Time purchased. Leaving before your Entry Time expires, forfeits the remainder of your Entry Time. If you wish to transfer your Arcade Entry into someone else's name, you must contact Decades Arcade by either email only at least 24 hours before the start of the Entry Time. Decades Arcade maintains the right to refuse Arcade Entry transfers.
11. The Decades Arcade first floor is handicap accessible. Please contact [Lindsey@decadesarcade.com](mailto:Lindsey@decadesarcade.com) if you have any concerns regarding access.
12. No strollers, backpacks or large bags are permitted in Site.

13. No food or drinks of any kind are allowed inside the Site. Please leave all food/ beverages in proper storage inside of your vehicle. All food or drink must be consumed in exterior areas designated by the Arcade Owner or inside your own vehicle.
14. To the fullest extent permissible by applicable law; Arcade Owner disclaims all warranties, express or implied, including but not limited to, implied warranties, merchantability or fitness for the operation of Decades Arcade Games. Arcade Owner does not warrant the reliability, accuracy, completeness, current or error free gameplay. If a product, content or material is not as described, you have expressly waived the right to claim any damages derived from such use or reliance of the description of the product, content or material.
15. All personal items/ belongings shall be kept by you at your sole risk. In any event, Arcade Owner including Arcade Guardians and agents shall not be held liable or responsible for any loss of your personal items/ belongings, either within the Site or outside the Site. The risk of loss for your personal items/ belongings shall be borne by you upon entrance on the site or engagement with Decades Arcade. All unclaimed personal items are donated to local charitable groups or discarded after 10 days.
16. You agree to handle the facilities of the Site with good care. You accept that the Arcade Owner has the right to seek full compensation in case of any attempt to cause damage or damage caused to the room, games or furnishings. You also understand that Decades Arcade has the right to terminate Arcade Entry at any time if anyone of the players violates the "House Rules" or refuses to follow the instructions of Decades' Arcade Guardians. You understand that if Decades Arcade terminates the game, no refund will be issued.
17. You shall not enter the Site under the influence of drugs or intoxicated, failing which Arcade Owner including the Arcade Guardians or agents shall reserve all rights and power to decline or refuse your entry to the Site. If you are found to be under such influence, Arcade Owner including the Arcade Guardians or agents shall have the power, authority and consent expressly granted by you to remove and confiscate such alcohol, drug or liquor without any compensation, remedy or damages and shall reserve all rights and authority to take the necessary legal action to ensure reputation of Decades Arcade remains intact and guard against any risk or harm towards said business. All losses, damages or legal costs derived from such an incident shall be solely borne by you.
18. You undertake not to carry or bring any dangerous, harmful or hazardous object into the Site including but not limited to explosive items, weapons or items deemed to be dangerous or harmful to other visitors on the Site. In the event that such item or object is found, Arcade Owner including the Arcade Guardians or agents shall have the power, authority and consent expressly granted by you to remove and confiscate such item or object and further decline or refuse your entry to the Site and to contact local law enforcement if deemed necessary.
19. Decades Arcade does not tolerate any kind of bullying or harassment towards its employees, patrons or guests of the establishment.
20. The trademarks and logos displayed on the website are the property of Decades Arcade. You are not permitted to use these without the prior written permission of Decades Arcade and you accept that any such use may constitute an infringement of the relevant proprietor's rights.
21. Nothing in these terms and conditions are intended to affect your statutory rights. These terms and conditions and any contract concluded incorporating these terms and conditions shall be governed by United States law.
22. DECADES ARCADE contact information:  
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