

Aberdeen Fear Factory, LLC Haunted Attraction Waiver Form

Release of All Claims and Covenant Not to Sue

1. The risk of injury and/or death from the Haunted Attraction activities involved at Aberdeen Fear Factory, LLC includes, but is not limited to the following: bodily injury, disease, partial and/or total paralysis, eye injury, blindness, heat stroke, heart attack, seizures, cuts, scratches, sprains, strains, fractures, animal/insect bites and/or stings, contact with poisonous plants, contact with potential allergens, death, dismemberment, or other ailments that could cause serious disability; and accidents involving, but not limited to, running, falling, jumping, contact with scenery, contact with haunters/actors, and/or contact with other patrons.
2. I agree as follows: I fully understand and acknowledge that; risks and dangers exists in my (or my dependents) participation in Haunted Attraction activities; these risks and dangers may be caused by the negligence of owners, employees, officers or agents of Aberdeen Fear Factory, LLC, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes.
3. AFTER THE OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE HAUNTED ATTRACTION, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN whether caused in whole or in part by the negligence or other conduct of the owners, officers, members, photographers, agents, employees, sponsoring agencies, sponsors, special promoters, advertisers, landlords, land owners, or suppliers of Aberdeen Fear Factory LLC (collectively, the "Releasees"). I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, DEFEND, and INDEMNIFY the Releasees. I hereby enter a COVENANT NOT TO SUE the Releasees from any and all claims, actions, liability, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in Haunted Attraction activities.
4. I attest and verify that , unless otherwise indicated below, I am free from all illnesses, injuries and defects that could interfere with my safe participation in the Haunted Attraction and that I have no condition that will cause a severe reaction to strobe lights, loud noises, sudden movements, or the viewing of haunters and haunted scenes. My participation in the activities and events organized or sponsored by Aberdeen Fear Factory LLC is entirely voluntary.
5. I consent to the administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.
6. I understand and agree that Aberdeen Fear Factory LLC and the Releasees are not responsible for the damage, loss, or theft of personal property including property that I have purchased from Aberdeen Fear Factory LLC and acknowledge that I am solely responsible for securing all of my personal property.
7. I hereby irrevocably and absolutely grant unlimited permission to Aberdeen Fear Factory LLC and the Releasees to use, reproduce, sell, publish, broadcast, and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Haunted Attraction or related activity in which I may be included in whole or in part, for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation.
8. I hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record gratis the performance of the participant named below (referred to herein as "I", "me", "my") in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Haunted Attraction without compensation of any kind to me. I acknowledge that Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast, and otherwise distribute depictions of or information about me and all or any portion of the Haunted Attraction in which I may appear on any and all radio network, cable and local television programs and in any print materials and any other format or media (including electronic media).

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Signature: _____

Print Participant Name: _____

Date of Attendance: _____