

PARTICIPATION, RELEASE AND WAIVER AGREEMENT

FRIGHT RIDE 2020 WAIVER FORM

Hellfest Productions, LLC operates haunted attractions. The participant (or the participant's parent/guardian) acknowledges that, prior to signing this PARTICIPATION, RELEASE AND WAIVER AGREEMENT, participant has been given the opportunity to review this agreement, ask questions, and (if requested by participant) inspect and have a clear understanding of the facilities, equipment and areas to be used for the subject fright ride haunted attraction.

Upon signing this PARTICIPATION, RELEASE AND WAIVER AGREEMENT:

- The participant (or the participant's parent/guardian) recognizes and agrees that participation in our Fright Ride haunted attraction could result in injuries to the participant, and the participant assumes full responsibility for any and all risk of bodily injury, death or property damage due to negligence or non-negligence of Hellfest Productions, LLC, Ravealation, LLC, and Egan Productions, LLC, and their parents, subsidiaries, affiliates, distributors, retailers, sales representatives, agents, principals, officers, members, promoters, owners, employees, contractors, actors or business partners (collectively, "FRIGHT RIDE"). _____ (Initials)
- The participant (or the participant's parent/guardian) recognizes and acknowledges that the subject haunted attraction is not recommended for individuals who are pregnant, have heart conditions, hypertension, claustrophobia, or similar conditions, and by initialing this section represents and warrants that participant does not have any of these or similar conditions. _____ (Initials)
- The participant (or the participant's parent/guardian) represents and warrants that participant has no physical or mental illness that precludes participation in the subject Fright Ride haunted attraction in a safe manner for the participant and others, including, but not limited to, any infectious illnesses. _____ (Initials)
- The participant (or the participant's parent/guardian) acknowledges that he or she is voluntarily without any inducement, assurance or guarantee, participating in the Fright Ride haunted attraction, despite the risk of falls, contact and/or crashes with other participants or actors, defective equipment, the risks inherent in riding a moving golf cart, being hit by flying objects, the condition of the room (including closed spaces, light deprivation, and sound and light effects), and mental stress and anxiety and the participant intends for his or her signature to serve as confirmation of their complete and unconditional acceptance of the terms, conditions and provisions of this agreement. _____ (Initials)
- The participant (or the participant's parent/guardian) acknowledges that he or she is wearing appropriate clothing for the experience, which will allow the participant to comfortably and freely move including crawling, and further acknowledges the participant's clothing may be unintentionally soiled or damaged during the Fright Ride haunted attraction. _____ (Initials)
- The participant (or the participant's parent/guardian) hereby acknowledges that they are currently not feeling ill and have not been exposed to any communicable illnesses that could put other participants or Fright Ride haunted attraction employees at risk of communicable illness. The participant agrees not to participate in the Fright Ride haunted attraction if the participant is sick or if the participant has been exposed to any communicable illness. Participant (or the participant's parent/guardian) agrees to assume all liability, and shall indemnify FRIGHT RIDE fully, if participant knowingly exposes a Fright Ride haunted attraction employee or other participant to a communicable illness in our attraction. The participant (or the participant's parent/guardian) hereby acknowledges that any interaction with the general public poses an elevated risk of being exposed to any illness, including, but not limited to, COVID-19, and FRIGHT RIDE cannot guarantee that participant will not be exposed during participant's visit to the Fright Ride haunted attraction. _____(Initials)
- In consideration of being permitted to participate (or as a spectator or bystander) in the Fright Ride haunted attraction, and acknowledging the risks and hazards involved in and arising from participation in a haunted attraction conducted by Hellfest Productions, LLC, the participant (or the participant's parent/guardian) (for himself or herself, his or her heirs, executors, administrators, and assigns) forever, irrevocably and unconditionally releases, waives, discharges and covenants not to sue FRIGHT RIDE from any and all liability, injuries, claims to damages or cleaning costs for clothing worn during the experience, or any and all other claims and damages, all whether now known or unknown, as a result of participating in Fright Ride haunted

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attraction operated and conducted by Hellfest Productions, LLC, and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, illness, death and/ or property damage in connection in any way directly or indirectly with a haunted attraction conducted by Hellfest Productions, LLC. The participant also understands that signing this agreement means that the participant agrees for now and forever to discharge FRIGHT RIDE from possible claims which might be asserted against any or all of them for negligence or other tortious conduct giving rise to potential claims against them. It is understood that if the participant does get injured or suffers damages, no suit will be brought or maintained by the participant (or its assigns, parent, agents and/or representatives) against FRIGHT RIDE. _____ (Initials)

- The participant (or the participant's parent/guardian), on behalf of his or her personal representatives, assigns, heirs, and next of kin, releases and waives any and all claims, damages, injuries, or illnesses incurred by the participant in regards to the participation in Fright Ride haunted attraction conducted and produced by Hellfest Productions, LLC. _____ (Initials)
- The participant (or the participant's parent/guardian) releases any and all claims, of whatever kind of nature, present and future, damages, injuries or illnesses related in any way to participation in Fright Ride haunted attraction conducted by Hellfest Productions, LLC. _____ (Initials)
- I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF ANY KIND OR NATURE AGAINST FRIGHT RIDE (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE FRIGHT RIDE HAUNTED EXPERIENCE. ____ (Initials)

Further, I acknowledge and understand the following:

- Participation in the Fright Ride haunted experience includes the risk of possible exposure to and illness from infectious diseases, including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
- I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
- I hereby knowingly assume the risk of injury, harm and loss associated with my participation in the Fright Ride haunted experience, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties. I understand participation in Fright Ride involves the use of "golf carts" for conveyance through the attraction. At no point shall the participant and/or any minors under care of the participant stand up in the golf cart, exit the golf cart without express permission of the driver, or act in an otherwise unsafe manner.
- If any provision of this agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

TO BE COMPLETED IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE: CHILDREN'S RELEASE.

For all persons under eighteen (18) years of age a parent or legal guardian must sign the following acknowledgment. The undersigned, _____ (print name of parent/guardian), the parent or natural or legal guardian of

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_____ (print minor's name), hereby acknowledges that he/she has executed the foregoing PARTICIPATION, RELEASE AND WAIVER AGREEMENT for and on behalf of the minor named herein, and agrees to bind him or herself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of this PARTICIPATION, RELEASE AND WAIVER AGREEMENT. The undersigned hereby authorizes any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. The undersigned further consents to the administration of all medical care. By signing this PARTICIPATION, RELEASE AND WAIVER AGREEMENT, the undersigned agrees that the undersigned (and on behalf of the subject minor and his/her executors, administrators, heirs, next of kin, successors, and assigns) agrees to forfeit and lose the right to sue anyone involved with Fright Ride haunted attraction conducted by Hellfest Productions, LLC, including, but not limited to, the Released Parties. _____ (Initials)

WHEN REGISTERING ONLINE, THE ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE SAME LEGAL EFFECT AS IF THE SIGNATORY/PARTICIPANT (OR PARTICIPANT'S PARENT/GUARDIAN) HAD SIGNED A PHYSICAL COPY OF THIS PARTICIPATION, RELEASE AND WAIVER AGREEMENT.

PARTICIPATION WILL BE DENIED IF THE DATED SIGNATURE OF AN ADULT PARTICIPANT OR PARENT/GUARDIAN IS NOT RECEIVED AT THE TIME AND PLACE OF THE SCHEDULED ACTIVITIES.

Important: Valid Identification will need to be **provided and scanned** for authorization and security purposes. If you do not have the credit card and ID that was used to purchase your ticket/s, a secondary credit card will need to be provided for security purposes. Hellfest Productions, LLC (DBA - "FRIGHT RIDE") reserves all rights.

SIGN HERE:

Print Participant's Name

Date

Participant's Signature

Date