

## RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration of participating in Requiem Haunted House activities and for other good and valuable consideration, I hereby agree to release and discharge from liability this is arising from negligence Requiem LLC, Michael Wood and Krista Brower -Wood owners and its directors, employees, agents, volunteers, and all other persons are entitled acting for them (hereinafter collectively referred as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative, and estate, and also agree as follows:

1. Assumption of Risk: you and every person who enters requiem haunted house acknowledges that it has a unique environment, designed to maximize the experience for the patrons, and such environments have certain, inherent, known and unknown, obvious or non-obvious risk, including, but not limited to: following; Tripping; Slipping; Sliding, and being hit or struck by moving objects; props or people. These risks may cause serious physical injury, emotional injury, paralysis, permanent disability, death, and property damage. Risks include, but are not limited to broken bones, bruises, and other bodily injuries. You further acknowledge and assume the risk from the presence of, and exposure to, the following risk: A) fog or dust; B) obstacles and obstructions on, in or along walkways; C) darkness; D) dimly lit stairs; E) sudden motions or movements; F) loud noises that may cause loss of hearing; G) loud air burst; H) strobe lights; I) objects or other people falling on, jumping, or striking you; J) any acts by you or others because of fear, anxiety, dizziness, asthma, impaired vision, and any other physical or emotional condition; K) ANY ACTS OF NEGLIGENCE, whatsoever, by any persons working at Requiem Haunted House, in addition to any and all other activities techniques or procedures designed to frighten patrons. YOU MUST PAY ATTENTION AT ALL TIMES. IF YOU DO NOT ASSUME AND ACCEPT ALL RISKS FOR POTENTIAL INJURY, YOU DO NOT HAVE PERMISSION TO ENTER REQUIEM HAUNTED HOUSE.
2. Release and waiver of liability: the entering requiem haunted house, you agree that you have read this agreement and all other warnings, and you agree to accept all risk, both specifically identified above and the unknown, and to RELEASE and WAIVE Requiem LLC, individually and as a group, and any that their businesses and/or building owners, employees, agent affiliates, volunteers, and any representative from any and all claims, rights and damages arising from ANY AND ALL NEGLIGENCE WHATSOEVER and any RECKLESS ACT on the part of the aforementioned parties, and their representatives. You further agreed to release, waive and discharge the and for mentioned Requiem LLC, the business and or building owners and all their employees, no volunteers, and representatives from any and all other claims, whatsoever, that they behave percent to the Idaho Law. If YOU DO NOT RELEASE AND WAIVE ALL LIABILITY OF THE PARTIES IDENTIFIED IN THIS SECTION, YOU DO NOT HAVE PERMISSION TO ENTER REQUIEM HAUNTED HOUSE.

3. Indemnity: come up forever discharge and agree to indemnity and hold harmless Releases from any all claims, demands, or causes of action which are in any way connected with my participation in this activity, or use of their equipment or facility, or rising from negligence. Should RELEASES or any anyone acting on their behalf be required to incur attorney's fees and cost to enforce this agreement, I agree to indemnity and hold harmless for all such fees and cost.
4. Physical and Medical Conditions: by entering Requiem Haunted House, you affirm and represent the following: A) that you are not under the influence of drug or alcohol; B) that you do not suffer from heart conditions, Caesar conditions, asthma and or other respiratory conditions or any type of mental or physical medical problems; C) that you are not pregnant; D) that you are not in a cast; E) that there are no other reasons why you should not enter Requiem Haunted House. I am willing to assume and bear the cost of all risk that may be created, directly or indirectly, by such conditions.
5. Arbitration: if, for any reason, any user of ticket to requiem haunted house does not waive or release any claim as provided in Section 2., above, the user must mediate such claim with the parties name in section 2., above, and, if the dispute or claim is not resolved by mediation the ticket user waives the right to any trial or proceedings in any court and must submit their dispute in binding arbitration under the rules of the American arbitration of society.
6. Video Release: you hereby grant requiem LLC, is contractors, co producer, and or assigns the irrevocable right to and permission to videotape, including television commercials, website videos, posters, evidence in a court of law, and for any other reason. You hereby release, discharge, and agree to hold harmless Requiem LLC, of any claims whatsoever arising out of audio taping, including claims for liability of invasion of privacy. You hereby warrant that you are fully legal age and that you have the right to contract in your own name. That you have read the above authorization, release, and agreement, prior to its execution, and that you are fully familiar with its contents thereof, this release shall be binding upon you and your errors legal representations and assigns.

BY CHECKING THE BOX IN EVENTS ON HAUNTPAY WEBSITE, YOU HAVE ALLOWED YOUR WHOLE PARTY TO READ THIS WAIVER AND THAT ALL IN YOUR PARTY AGREE TO THE WAIVER AND THEY AGREE THAT IF THEY ARE HURT OR THEIR PROPERTY IS DAMAGED DURING THE PARTICIPATION IN THIS ACTIVITY, THEN THEY MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED THEIR RIGHTS TO MAINTAIN A LAWSUITM AGAINST THE PARTIES BEING RELEASED ON THE BASIS OF ANY CLAIM FOR NEGLIGENCE. THEY HAVE READ AND **UNDERSTAND THIS DOCUMENT AND AGREE TO BE BOUND BY ITS TERMS.**

## **PARENT OR GUARDIAN ADDITIONAL AGREEMENT**

**(MUST BE COMPLETED FOR PARTICIPANT UNDER THE AGE OF 18)**

In consideration of the minor/ minors listed below being permitted to participate in Requiem Haunted House, I further agree the Assumption of Risk, Release and the Waiver of Liability, Indemnify and Hold Harmless, Arbitration in the Physical or Medical Conditions part of this waiver. I the adult of said minor/ minors are fully responsible for the conduct and the safety of the minor/ minors while they are participating at Requiem Haunted House. I release Requiem LLC and all identified as Section 2, above, from any cost or expense, including attorney's fees, resulting from any injury to any minor/ minors from any claim alleging negligence which are brought by or on behalf of minor/ minors or are in any way connected with such participation by minor/ minors in the event of a medical emergency, authorized medical personnel attending to my child to make decisions regarding immediate treatment as may be necessary until such time as I can be consulted.

**AGAIN, NO PERSON MAY ENTER REQUIEM HAUNTED HOUSE UNLESS THEY FULLY AGREE TO EVERY PROVISION OF THIS AGREEMENT, THERE WILL BE NO REFUNDS ALLOWED FOR ANY REASON!**