

Indy Scream Park Agreement of Release, Indemnity, and Assumption of Risk

***** READ BEFORE SIGNING *****

Read this agreement carefully before you sign it. This is a binding agreement by you in favor of the Operators (as defined below) for all of your activities at Alliance Adventures, LLC dba Indy Scream Park, Monster Midway, Nightmare Factory: Blackout, Killgore's 3D Circus, Mutation, Zombieland: Unchained, Backwoods, and Zombie Paintball Assault (collectively the "Park"). You are signing this agreement in exchange for being allowed to enter the Park and to perform activities there.

1. Disclosure of Risks. Halloween haunted house activities are extreme activities and possess an elevated level of danger that could result in physical and emotional injury, permanent injuries, death, and property loss and damage. These risk include, but are not limited to: impacting trees, the ground, hidden or unseen substances or materials/debris (whether natural or man-made), other patrons, and man-made objects such as walls, barriers, boundary markers, ramps, rails cable towers (whether directly or by objects falling from them), possibly at high speeds; exposure to wildlife and/or insects; eye injury; exposure to infectious diseases and/or viruses; inclement weather, lightning, rain, wind gusts, hypothermia, hyperthermia, fatigue, chill, dizziness, heat and sun-related injuries and illnesses like sunburn, sun stroke, and dehydration; slip and falls on foreign transitory substances or any other liquids or slippery substances; trip and falls on any natural or man-made objects; aggravation of preexisting medical conditions of any kind. Equipment of any kind may malfunction, be defective, or fail, and safety equipment may not adequately protect you. Patrons may perform activities out of control or beyond their physical limits, or otherwise act in a negligent, reckless, or intentional manner which contributes to the injury or death of themselves or other patrons. Staff, patrons, and other individuals may act negligently, recklessly, or wrongfully. The Park may fail to warn patrons of certain risks, and one activity might possess different risks than another. Therefore, you will participate in all activities at the Park at your own risk. **I understand and appreciate all of these risks and the possible outcomes, understand that this is not a complete list and there may be unknown or unanticipated risks, and I voluntarily choose to participate nonetheless.**

2. Assumption of Risk. To the maximum extent permitted by law, I acknowledge, comprehend, and assume all risks of injury, death, and property loss and damage to me while at the Park, regardless of whether inherent or described in this agreement.

3. Waiver, Release, Covenant Not to Sue, and Indemnification. I agree to each of the following for the benefit of Alliance Adventures, LLC, and their respective owners, successors, affiliates, managers, officers, and employees (all being collectively referred to as the "Released Parties"):

A) I waive all right to pursue any and all claims against the Released Parties for losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses through all levels of litigation and adjudication (including appeal)) for personal injury (including emotional injury and/or death), property loss and damages, and all other liabilities, claims, demands, actions, and causes of action whatsoever in any way relating to my activities at the Park (collectively "Losses");

B) I release and covenant to not sue all Released Parties for Losses, and I will not voluntarily participate in any proceeding seeking Losses from a Released Parties;

C) I will indemnify, protect, defend, and hold harmless all Released Parties from and against all Losses asserted against or incurred by any of them, regardless of whether such Losses are suffered or caused by me and regardless of who asserts them.

D) My insurance company shall not have, and I hereby waive, any rights of subrogation against the Park or any Released Parties on account of any Losses.

These waivers, releases, covenants, and obligations include all claims that are based upon the negligence, gross negligence, willful or wanton conduct, intentional conduct of the Park or any Released Parties, or by any other cause not expressly stated in this agreement, to the maximum extent permitted by law.

4. Other Provisions.

A) I have verified with a medical doctor that I am in a physical condition that is suitable and safe for me to conduct all activities that I will conduct at the Park. Prior to commencing each activity at the Park, I will notify staff about any preexisting medical condition. If I do not feel physically capable of performing an activity at the Park, I will refrain from that activity. I will utilize all appropriate safety devices in each area of the Park. I understand that certain activities at the Park require different skill levels, and that for my own safety I will only participate in activities and use systems for my skill level. I agree to read and obey all safety rules that are posted at the Park or available online and all instructions by staff at the Park. I will not use any equipment in any ways other than as intended or as instructed by staff at the Park.

B) If any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and the term in question shall be valid and enforced to the fullest extent permitted by law. This agreement is governed by the law of the State of Indiana, and all disputes shall be resolved in state or federal courts located in Madison County, Indiana. I am eighteen (18) years of age or older, and I have full legal capacity to execute this agreement; or my parent or legal guardian has signed this agreement on my behalf. This agreement will remain in full force and effect and apply to all of my visits to the Park once I sign it. I may only revoke this agreement in a writing signed by me, but I acknowledge that I cannot and will not enter the Park unless this agreement is valid and binding against me and that any revocation will not apply to my activities at the Park on or prior to the date of revocation.

C) I hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon or arising out of, under or in connection with this agreement and any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Park. This provision is a material inducement for the Park to grant my admission to the Park.

D) I acknowledge that Alliance Adventures, LLC might record or photograph my likeness, performance, and participation at the Park. I agree that Alliance Adventures, LLC will be the sole owner of all rights to those recordings and photographs forever, and that Alliance Adventures, LLC may use my likeness in these recordings and photographs in all publications and advertisements, all without any payment of consideration or liability to me. This agreement is irrevocable by me.

E) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Park, other than what is set forth in this Agreement.

I HAVE READ AND I UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY, AND I HAVE HAD THE OPPORTUNITY TO HAVE MY LEGAL COUNSEL REVIEW IT. I AGREE THAT, BY SIGNING IT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MEMBERS OF MY FAMILY, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS MIGHT HAVE AGAINST THE RELEASED PARTIES.

Check this box if you would like to opt OUT of receiving marketing and event related information sent via email.

Participant's First Name Participant's Last Name Today's Date
Date of Birth Email Address

Participant's Signature

***** IF PARTICIPANT IS UNDER 18 YEARS OLD *****

Parent/Guardian's First Name Parent/Guardian's Last Name

Parent/Guardian's Signature