

## **CALCO FREAK SHOW RELEASE & WAIVER OF LIABILITY; ASSUMPTION OF RISK: AND IDEMUNITY AGREEMENT**

*WARNING! YOU WILL NOT BE ALLOWED INTO THE HAUNTED HOUSE UNLESS YOU UNDERSTAND AND AGREE TO ALL TERMS OF THIS AGREEMENT AND ACKNOWLEDGE YOUR FULL ACCEPTANCE OF THIS AGREEMENT BY SIGNING BELOW. WHEN YOU SUBMIT THIS AND ENTER, CALCO FREAK SHOW YOU AGREE THAT YOU WILL HAVE NO RIGHTS TO SUE IF YOU ARE INJURED!*

I. Assumption of Risk. You and every person who enters CALCO FREAK SHOW acknowledges that each Haunted House is unique and may contain interactive environments, designed to maximize the fright and anxiety experienced by patrons, and that such environments have certain, inherent, known and unknown, obvious or non-obvious risks, including, but not limited to: falling; sliding; tripping; slipping; and being hit by moving objects; props or people; or being tangled in ropes or cords. These risks may cause serious physical injury or even death. You further acknowledge and assume the risks from the presence of, and exposure to, the following risks: 1) fog, dust or smoke; 2) uneven floors; 3) moving, slippery floors; 4) obstacles and obstructions on, in or along paths and walkways; 5) dark, winding and fast slides; 6) dimly lit stairs; 7) swinging bridges; 8) sudden motions or movements; 9) snakes, reptiles, horses and other animals; 10) darkness; 11) loud noises that may cause loss of hearing; 12) loud and violent air blasts; 13) electrical shock; 14) bright lights; 15) strobe lights; 16) equipment failure; 17) objects falling on, jumping, or striking you; 18) any acts by you or others because of fear, anxiety, dizziness, asthma, impaired vision, and any other physical or emotional condition; 19) the failure of any safety device or procedure; 20) frightening statements and conduct; 21) unpredictable and surprising situations; 22) sudden and extreme changes in temperature; 23) becoming wet; 24) ANY ACT OF NEGLIGENCE, whatsoever, by any person working at the CALCO FREAK SHOW, 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 THE CALCO FREAK SHOW. *Initials* \_\_\_\_\_

II. Release and Waiver of Liability. By entering the CalCo Freak Show, you agree that you have read this Agreement and all other warnings, and you agree to accept all risks, both specifically identified above and unknown, and to RELEASE and WAIVE Hogskin Holidays Festival Board, Ronnie & Becky Ables, and the CalCo Freak Show committee, individually and as a group, and any of their business and/or building owners, employees, agents, affiliates, volunteers, and any representatives 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, or their representatives. You further agree to release, waive and discharge the aforementioned Hogskin Holidays Festival Board, the CalCo Freak Show, the business and/or building owners, and all their employees, volunteers, and representatives from any and all other claims, whatsoever, that may be waived pursuant to Arkansas law. IF YOU DO NOT RELEASE AND WAIVE ALL LIABILITY OF THE PARTIES IDENTIFIED IN THIS SECTION, YOU DO NOT HAVE PERMISSION TO ENTER THE CALCO FREAK SHOW. *Initials* \_\_\_\_\_

III. Indemnity. You also agree to indemnify and hold harmless all parties and persons referred to in Section II., above, from any expenses, including attorney's fees, relating or resulting in any way from your entry into and involvement within the CalCo Freak Show. In the event that you buy a ticket, provide

another person with money to buy a ticket, or deliver a ticket for use in the CalCo Freak Show haunted house to another person, you agree to indemnify and hold harmless the parties referred to in Section II., above, from any claims by those persons and you agree to be responsible to make certain that those persons to whom you buy, give or deliver tickets are aware of all warnings and agree to all terms of this Agreement. IF YOU DO NOT AGREE TO THIS INDEMNITY PROVISION, YOU DO NOT HAVE PERMISSION TO ENTER THE CALCO FREAK SHOW HAUNTED HOUSE. *Initials* \_\_\_\_\_

IV. Arbitration. If, for any reason, any user of any ticket to the CalCo Freak Show does not waive or release any claim as provided in Section II., above, the user must mediate such claim with the parties named in Section II., above, and, if the dispute or claim is not resolved by mediation, the ticket user waives the right to any trial or proceeding in any court and must submit their dispute to binding arbitration under the rules of the American Arbitration Association. *Initials* \_\_\_\_\_

V. Physical and Medical Condition. By entering the CalCo Freak Show, you affirm and represent the following: 1) that you are not pregnant; 2) that you are not under the influence of drugs or alcohol; 3) that you do not suffer from heart conditions, seizure conditions, asthma and/or other respiratory condition or any other type of mental or physical medical problems; 4) that you are not presently in a cast; and 5) that there are no other reasons why you should not enter the CalCo Freak Show haunted house. *Initials* \_\_\_\_\_

VI. Children Under 12 Years of Age .No person under the age of 12 will be allowed into the CalCo Freak Show haunted house unless they are accompanied by an adult(s), who is/are fully responsible for the conduct and the safety of the child, and who agrees to indemnify and hold harmless the parties identified in Section II., above, from any cost or expense, including attorney's fees, resulting from any injury to any child they accompany into the CalCo Freak Show haunted house. *Initials* \_\_\_\_\_

You hereby warrant that you are of full legal age and have the right to contract in your own name. That you have read the above authorization, release and agreement, prior to its execution, and you are fully familiar with the contents thereof. This release shall be binding upon you and your heirs, legal representatives and assigns. *Initials* \_\_\_\_\_

**AGAIN, NO PERSON MAY ENTER THE CALCO FREAK SHOW HAUNTED HOUSE UNLESS THEY FULLY AGREE TO EVERY PROVISION OF THIS AGREEMENT. NO REFUNDS WILL BE ALLOWED.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Parent or Guardian signature (if under 18): \_\_\_\_\_

Date: \_\_\_\_\_