

WAIVER OF LIABILITY AND RELEASE OF CLAIMS
(SPECIAL EVENT WAIVER - USE OF PROPERTY)

Visitor Name/Names: _____

Full mailing address: _____

Released Parties: Haunted Acres, LLC and the owner of the property for the Haunted Acres Attraction, or any person engaged by any of them, their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, children, subsidiaries, sureties, insurance companies, affiliates, staff, guests, vendors, partners, joint ventures, attorney's, predecessors, successors, assigns, and any insurer or insurance carrier for the Released Parties. (collectively the "Released Parties")

WARNING: THIS IS A WAIVER OF ANY AND ALL RIGHTS TO SUE OR CLAIM AGAINST THE RELEASED PARTIES ABOVE FOR ANY CLAIM RELATED TO YOUR USE OF THE PROPERTY TO ATTEND THE "HAUNTED ACRES" ATTRACTION AND ANY RESULTING INJURY OR CLAIMED DAMAGE. THE INTENT OF THIS AGREEMENT IS TO COMPLETELY ELIMINATE ANY LIABILITY FLOWING BACK TO THE RELEASED PARTIES DUE TO ANY ACCIDENTS OR INJURY TO YOU WHILE ON THE PROPERTY HOUSING THE HAUNTED ACRES ATTRACTION OR WHILE YOU ARE ATTENDING ANY HAUNTED ACRES EVENT.

BY SIGNING THIS WAIVER AND ATTENDING THIS EVENT YOU ACKNOWLEDGE THAT YOU ARE SOBER AND NOT UNDER THE INFLUENCE OF ANY DRUGS, ALCOHOL OR INTOXICATING SUBSTANCES OF ANY KIND WHICH COULD IMPAIR YOUR JUDGMENT. THE RELEASED PARTIES EXPLICITELY PROHIBIT ANY USE OF THE PROPERTY WHILE IMPAIRED OR UNDER THE INFLUENCE OF ANY INTOXICATING SUBSTANCE. THE UNDERSIGNED ALSO ACKNOWLEDGES AND AGREES THAT THEY ARE SOBER AND CAN UNDERSTAND WHAT THEY ARE AGREEING TO IN THIS DOCUMENT AND THAT INTOXICATION IS NOT A DEFENSE TO SIGNING THIS

Visitor Initial: _____

AGREEMENT. THE UNDERSIGNED ACKNOWLEDGES THAT SHOULD THEY BE INTOXICATED WHEN THEY ARE GRANTED ACCESS TO THE PROPERTY AND ATTRACTION UNDER THIS AGREEMENT, THAT THIS WAS NOT DISCLOSED TO THE RELEASED PARTIES OR WAS ACTIVELY CONCEALED FROM THEM.

The Undersigned (“user”) has requested to be permitted to access and use the property located at 2948 River Road, Vernon, FL 32462 (“Site”) to attend the Haunted Acres attraction for personal enjoyment and leisure. The Undersigned further agrees and acknowledges that there may be hidden or latent conditions on the property which may pose a hazard, that they may encounter and be injured or killed by such hazards, including but not limited to:

- Holes or uneven ground which could lead to tripping, slipping, falling and causing injury or death;
- This attraction takes place in a rural setting, there may be animals such as snakes, stinging insects, wild hogs and other animals that could cause injury or death;
- Suspended or hanging objects, such as branches or limbs that may cause injury or death;
- Wandering off the attraction path may lead to getting lost in the woods, which could cause injury or death;

The Undersigned acknowledges that he/she fully understands that attending the attraction and the use of the property has inherent dangers including but not limited to injury, death or property damage, and that the Undersigned will take all precautions to avoid injury to themselves and others. The Undersigned acknowledges that they are not receiving any training or safety demonstrations from the Released Parties or their affiliates, staff or vendors, and that the undersigned is not relying on the Released Parties for anything other than access to the property and attraction.

In consideration of being granted the right to use the property and attend the attraction, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

Wherefore, the Undersigned, for him/herself and for his/her personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

To the fullest extent permitted by Florida Law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE**, the Released Parties, including but not limited to the owner of the property, or any person engaged by any of them, their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, staff, guests, vendors, partners, joint ventures, attorney's, predecessors, successors, and assigns from any and all damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any demands, claims, suits, and causes of action therefor, arising out of or resulting from the Undersigned's use on the property at the Site, including negligence.

The Undersigned, **ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON, HIS/HER DEATH, THE INJURY OR DEATH OF ANOTHER PERSON(S) RELATING TO THE USE OF THE PROPERTY AND ATTENDING THE ATTRACTION, INCLUDING DAMAGE TO BYSTANDERS OR DAMAGE TO HIS/HER PROPERTY**, whether caused by the negligence of the Released Parties, the Releasing Parties or otherwise, occurring during or as a result of the Undersigned's use of the property owned by the Released Parties.

The Undersigned, acknowledges use of the attraction may be dangerous to those who:

- Are pregnant;
- Have heart conditions;
- Have high blood-pressure;
- Have neck or back problems;
- Have any other health problem which makes them susceptible to injury or sickness;
- Have health problems which may be worsened by participation in attraction activities.

The Undersigned shall indemnify, defend and hold harmless the Released Parties and all of their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees and costs of any action arising out of or resulting from and the Undersigned's use of the property. In any and all claims against the Released Parties the indemnification obligation under this Paragraph

shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Undersigned. Specifically, it is the parties' intent that this paragraph be read and construed broadly, and that the Undersigned is agreeing to broadly indemnify, defend and hold the Released Parties harmless from any claims arising due to the Undersigned's use of the property under this agreement. The Released Parties reserves the right to select their own counsel, and should the Released Parties need to consult with their own attorney after the institution of any claim by a user, third-party, or guest resulting from or involving the use of the property at issue in this agreement, that Undersigned shall cover any of these reasonable attorney fees, as if the Undersigned retained Released Parties' attorney directly. The parties agree that absent some claim by a user, third-party or guest that the Released Parties do not normally need the services of an attorney, and in the event a claim arises that the Released Parties anticipate legal fees will accrue for, the Undersigned agrees to promptly compensate Released Parties for these expenses. It is the explicit intent of this agreement to shift any fees and costs to the Undersigned should any claims arise pursuant to this agreement, and to ensure that Undersigned pays all attorney fees and costs of the action directly, in addition to providing indemnity for the claims through insurance and insurance counsel. The Parties agree that nothing in this agreement should be construed to limit the Undersigned's ability to defend the claim or hire their own counsel, only that this agreement insures that the Released Parties' costs of defense be covered by the Undersigned, in addition to their obligation to indemnify and hold harmless the Released Parties.

I understand that I am expected to follow the rules of not touching Scare Actors and that by not obeying these rules and any other rules explained to me by Haunted Acres, LLC staff that I may be required to leave the premises without a refund.

I fully understand that by executing this document I am waiving, releasing and giving up potential legal rights. By executing this document, I intend to fully and finally waive all claims I may have against the Released Parties and further fully and finally release them from any liability arising from my presence on the Site and/or use of the property, for negligence or otherwise. I have read this Waiver of Liability and Release carefully, understand its significance and voluntarily agree to all of its terms.

Printed Visitor: _____

Signed Visitor: _____

Date: _____

Visitor Initial: _____