

NILES SCREAM PARK : HOODED
ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

The Niles Scream Park built the Hooded attraction because patrons wanted a more intense experience. Participating in such an attraction carries inherent risks. You will be walking through an unknown environment in the dark. You will not be able to see anything. **You will be alone.**

To keep the risks to a minimum, you must follow some rules: You must keep your hand on the rope at all times. If you let go of the rope for any reason, stop immediately, raise one hand and ask for help to get back to the rope. **Do not remove your hood.** Do not try to find your way back by yourself. And of course, you must obey all instructions given by the attraction staff.

Inappropriate behavior will not be tolerated. This includes a physical or verbal assault on attraction staff or other patrons, loud or obnoxious behavior that may ruin the experience for others, using a light source or anything else deemed inappropriate by the attraction staff.

If you remove your hood at any time for any reason, you have forfeited your chance to go through the attraction and will be escorted out of the attraction immediately. This is true whether you remove your hood because of claustrophobia, feeling sick, feeling dizzy, being panicked or about to go stark raving mad. The point of the attraction is to scare you and this may cause any of those reactions. We will help you out of the attraction to an area where you may recover, but we will **not issue a refund** because we have done our job only too well.

In consideration for being permitted to enter this attractions and to participate in all aspects of it, and intending to be legally bound by this Release under the laws of the state of Michigan, I agree as follow:

1. **Notice of Condition.** I have been informed that: (A) the attraction and all personal property used in or about the attraction may be in an unsafe or hazardous condition; (B) the Niles Haunted House and Scare, Inc. make no representation as to the condition of the attraction and related personal property and assume no responsibility therefor; and (C) attendance at and participation in this attraction may cause personal injury (including death, bodily harm and property loss).

2. **Assumption of Risk and Touching.** I voluntarily assume all risk of loss, damage or injury (including death) that may result from: (A) the attraction and related personal property; and (B) my attendance and participation in the attraction, whether occurring before, during or after entrance to the attraction.

I understand that I will be touched by attraction staff in the attraction and I consent to such contact.

3. **Release and Indemnification.** For myself and my heirs, executors, administrators and assigns, I waive, release and forever discharge the Niles Haunted House and Scare, Inc. and its successors, assigns, officers, Board members, employees, agents and representatives (acting officially or otherwise) and their successors, assigns, representatives, directors, officers, agents, contractors, employees, attorneys and volunteers from and against any losses, costs (including, but not limited to, attorney fees and litigation costs), claims, suits, actions, damages, liabilities and expenses, of every kind and nature, whether known or unknown, in law or equity, (collectively "Claims") arising out of or by reason of any activities relating to the attraction and related personal property or my attendance at and participation in the attraction including, without limitation, any illness or injury (including death), even if any such claim is caused in whole or in part by attraction staff in said attraction. I further agree to indemnify, defend and hold harmless all attraction staff in the attraction, the Niles Haunted House and Scare, Inc. from and against any claims by third parties arising out of my presence in the attraction or my attendance at and participation in the attraction.

4. **Representation.** I represent that I am at least 18 years of age and legally competent to enter into this release. To the best of my knowledge, there is no health-related impediment to my presence on the property or my attendance at and participation in this attraction.

5. **Photographs and Other Media.** I authorize the Niles Haunted House and Scare, Inc. and their respective successors and assigns, to photograph, audiotape, videotape, or otherwise record me as an attendant at or participant in this attraction and grant the right to the Niles Haunted House and Scare, Inc. and their respective successors and assigns, to use such photographs, audiotapes, films, tapes or other recordings, including reproductions thereof or likenesses based thereon, with or without my name or with a fictitious name, in any manner, in all means or media now known or later invented and the right to copyright the same. I waive all right of inspection and approval and release each attraction staff of the attraction, the Niles Haunted House and Scare, Inc. from all liability arising out of the exercise of these rights.

6. **Admission Ticket.** Any violation of law, the rules set forth above or any other inappropriate behavior by me while attending the attraction may result in revocation of my ticket to enter the attraction and I may be removed from the attraction. In such case, I am **not** entitled to a refund of the purchase price or any associated charges.

I understand the terms of this Release and I have willingly signed it as my own free act and intend to be legally bound.

Name: (please print) _____

Signature: _____ Date of Execution: _____, 2019

For Participants Under Age 18: I am the parent or legal guardian of the minor child named below. This child is at least 16 years of age. I intend to be legally bound by the foregoing agreements with respect to said minor child for their participation in this attraction. I represent that I have legal authority to sign this release on behalf of the minor child named below.

Name of Child: (please print) _____

Name of Parent/Legal Guardian: (please print) _____

Signature of Parent/Legal Guardian: _____

Date of Execution: _____, 2019