

# PERSONNEL WAIVER

Fear Town Productions LLC



**YOU MUST SIGN AND SUBMIT THIS FORM BEFORE YOU WILL BE ALLOWED TO ACT/WORK DURING THE FEAR TOWN SEASON.**

Please read carefully and sign when completed:

I \_\_\_\_\_, will participate in the production of Fear Town Haunted House, or one of its special events. My employment duties in this event can consist of take down and/or building construction, set up, clean up, transporting items, acting, running controls, ticket booth, game booth, monitoring guests for safety violations, and at times escorting guests to the appropriate exit, etc.

As an event employee, I understand that Management must be notified of all incidents relating to guest problems, equipment failure, and safety violations.

I am aware that construction is a hazardous activity. I am voluntarily participating in the activities of construction with the knowledge of the danger involved and with the knowledge that medical facilities may not be available in the event of injury to me. I hereby agree to accept any and all risks of injury or death.

As an employee, I understand that my actions (both good and bad) are viewed by the public and directly affiliate me with Fear Town Productions and the sponsors. I understand that if my actions are deemed inappropriate, my employee duties will be cancelled and that I will be removed from the event without warning.

I do not hold Fear Town Productions and/or affiliates of this event responsible for damage or loss of property, and/or injury or death to myself while participating in the production of Fear Town Haunted House. I fully acknowledge the risks of participating in this event and hereby forever forfeit my right to penalty, lawsuit, and/or legal action against the stated parties.

I also understand that Fear Town Productions. does not assume any responsibility or obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury, illness, death or property damage. Fear Town Productions. does not carry or maintain health or dis- ability insurance coverage for any volunteer.

I grant and convey unto Fear Town Productions all right, title and interest in any and all photographic images and video or audio recordings made during my work for Fear Town Productions, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

I am aware that by signing in as an employee each day, I acknowledge that I have carefully read this assumption of risk, release of liability, and release agreement and I fully understand its contents and the additional contents stated below. I am signing in each time of my own free will.

To the best of my knowledge, I am in good physical condition and fully able to participate in this haunted house. I am fully aware of the risks and hazards connected with the participation in this haunted house, including physical injury or even death, and hereby elect to voluntarily participate in said haunted house, knowing that the associated physical activity may be hazardous to me and my property. I understand that the event is a rigorous challenge and that it may be difficult to complete, but I commit to working the entire night(s) that I am committing to.

IT'S 100% YOUR RESPONSIBILITY TO STAY FAR ENOUGH AWAY FROM CUSTOMERS SO THAT A PHYSICAL INTERACTION DOES NOT OCCUR. I KNOWINGLY AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me or in my custody, as a result of participation in this haunted house. I ASSUME FULL RESPONSIBILITY FOR ANY INJURY, LOSS OR DAMAGE ASSOCIATED WITH MY USE OR CONSUMPTION OF ALCOHOL AND/OR DRUGS AT ANY POINT DURING THE HAUNTED HOUSE. I understand the dangers associated with the use or consumption of alcohol and/or drugs and I recognize that such use or consumption might impair my judgment and motor skills. I CERTIFY THAT I AM NOT, AND ON THE DATE(S) OF THE EVENT WILL NOT BE, UNDER THE INFLUENCE OF ALCOHOL OR ANY DRUGS THAT WOULD IN ANY WAY IMPAIR MY ABILITY TO SAFELY PARTICIPATE IN THE HAUNTED HOUSE. I ASSUME FULL RESPONSIBILITY FOR ANY INJURY OR LOSS TO MYSELF OR TO OTHERS AND FOR ANY DAMAGE TO ANY PERSONAL OR REAL PROPERTY ASSOCIATED WITH MY USE OR CONSUMPTION OF ALCOHOL AND/OR DRUGS AT ANY POINT DURING THE HAUNTED HOUSE. I further understand that the risks and dangers described in this paragraph include but are not limited to all risks and dangers associated with the consumption of alcohol after participation in the haunted house. I understand that the haunted house is a test of mental and physical fitness and that the risk and dangers of consuming alcohol after such a test may be magnified. I TAKE FULL RESPONSIBILITY FOR ANY DECISION TO CONSUME ALCOHOL AFTER COMPLETING THE HAUNTED HOUSE, AND I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO KNOW MY OWN LIMITS. I also understand that the responsibility for injury, loss or damage that I assumed in this paragraph includes but is not limited to FULL RESPONSIBILITY FOR ANY INJURY OR LOSS TO MYSELF OR TO OTHERS AND FOR ANY DAMAGE TO ANY PERSONAL OR REAL PROPERTY ASSOCIATED WITH ANY SUCH DECISION TO CONSUME ALCOHOL. If it is discovered that you consumed any substance that may affect your safety or that of others, you will be sent home and not welcome back to the property.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, Fear Town Productions, Fear Town Haunted House, Seekonk Speedway, their subsidiaries, affiliated entities, officers, servants, agents, employees and all venue owners (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me or in my custody, while participating in the haunted house, including without limitation, while participating in physical activity, or while on or upon the premises where the haunted house is being conducted. I hereby indemnify, defend, and agree to hold harmless the RELEASEES from any injury, loss or damage described herein and from any and all expenses incurred and claims made that relate to my breach of this Waiver of Liability and Hold Harmless Agreement. It is my expressed intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family, spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and CONVENTION NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the United States and its liability release regulations.

In signing this release, I acknowledge and represent that I HAVE READ THE FOREGOING Waiver of Liability and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT KNOWINGLY AND VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from foregoing written agreements, have been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Signed by: \_\_\_\_\_

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

Parent's Signature (if Under 18) \_\_\_\_\_

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