

FRIGHTHOUSE STATION IMMERSIVE EXPERIENCE: WAIVER

Please review, print, sign, and bring this waiver to your scheduled performance.

(RELEASE AND WAIVER OF LIABILITY; ASSUMPTION OF RISK; AND INDEMNITY AGREEMENT)

WARNING! By signing this waiver, you agree to take full responsibility for your actions during this immersive experience (the “Performance”), and will not hold *Valour Designs, Freighthouse Station Marketplace*, or anyone associated with this event in any way liable for any injuries or other issues associated.

I. Assumption of Risk

You understand and agree that this performance is a unique and interactive environment, and that such environments have certain, inherent, known and unknown, obvious or non-obvious risks, including, but not limited to: tripping; slipping; and being struck by objects, scenery, or people. These risks may cause physical injury.

You further acknowledge and assume the risks from the presence of, and exposure to, the following risks: simulated fog and dust; hard and uneven floors; obstacles and obstructions on, in or along paths and walkways; dimly lit locations; sudden motions or movements; partial and complete darkness; loud noises; loud and violent air blasts; strobe lights; any acts by you or others because of fear, anxiety, dizziness, impaired vision, and any other physical or emotional condition; frightening statements and conduct; unpredictable and surprising situations; becoming wet by water or other substances; any and all other risks associated with this event.

You agree that cast members may use appropriate touch during the performance, including your head, neck, shoulders, back, waist, legs, and feet. You agree to be moved, directed, restrained, or otherwise manipulated physically as part of the performance. You free any and all cast members from liability associated with appropriate physical contact as part of the performance.

II. Release and Waiver of Liability

By entering the event, 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 *Valour Designs*, 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 participating in this event.

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 event.

IV. Arbitration

If, for any reason, any user of any ticket to this event 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.

V. Physical and Medical Conditions

By entering this event, you affirm and represent the following:

- you are at least 20 years of age;
- you are not pregnant;
- you are not under the influence of drugs or alcohol;
- you do not suffer from heart conditions, PTSD, seizures, asthma and/or respiratory condition or any other mental or physical medical conditions that could place you at risk;
- you are not presently in a cast or wheelchair;
- you are physically, emotionally, and mentally able to participate in this event.

VI. Photography and Video Release

You hereby grant to *Valour Designs*, its contractors, co-producers, and/or assigns the irrevocable right and permission to record you participating in this event, which may be used for advertising, marketing, online and print collateral, social media, and other uses. You hereby release, discharge and agree to hold harmless *Valour Designs* from any claims whatsoever arising out of photographs or videos, including claims for libel or invasion of privacy.

VII. Confidentiality

You hereby agree to keep plotlines, characters, and other specific details of this event confidential in the public arena, including all social media channels. This includes avoiding specific walkthroughs, puzzle solutions, and other details that may serve as “spoilers” for other customers.

VIII. Agreement

*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. **You agree that if you do not keep the rules and policies of this event, you risk removal without refund.***

This release shall be binding upon you and your heirs, legal representatives and assigns.

Signature: _____ Printed: _____

Date: _____ Age: _____

Email Address: _____

Town of Residence: _____