HAUNTED HOUSE AT THE BELTONIAN THEATRE Participant Waiver, Release of Liability, & Image Release October 22, 2022 – October 31st, 2023, 219 East Central Avenue Belton, Texas

1. The risk of injury and/or death from the activities involved at the Haunted House at The Beltonian Theatre includes, but is not limited to the following: sprains, strains, fractures, and accidents involving, but not limited to, running, falling, jumping, contact with scenery, contact with other patrons, and/or contact with haunters.

2. AFTER THE OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation in the Event.

3. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE The Beltonian Theatre, and their officers, directors, representatives, officials, principals, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Event, . I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by The Beltonian Theatre.

5. I attest and verify that, unless otherwise indicated below, I am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I have no condition that will cause a severe reaction to strobe lights, loud noises, sudden movement, or the viewing of haunters and haunted scenes. My participation in activities and events organized or sponsored by The Beltonian Theatre is entirely voluntary.

6. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment including but not limited to COVID-19.

7. The Releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the event due to weather conditions, Acts of God or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. No refunds will be granted. Rain Checks will be granted.

8. I irrevocably grant unlimited permission to Releasees, to use, reproduce, sell, and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation theretofore.

9. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

10. I attest and verify that I am COVID-19 free and currently show or feel no signs or symptoms of COVID-19.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Full Name:
Signature:
Date:
Phone Number:
IF UNDER 18 WE REQUIRE THE SIGNATURE OF A PARENT OR LEGAL GUARDIAN
Full Name:
Signature:
Date:
Phone Number: