

Indy Scream Park Agreement of Release, Indemnity, and Assumption of Risk

*** READ BEFORE SIGNING ***

Read this agreement carefully before you sign it. This is a binding agreement by you in favor of the Operators (as defined below) for all of your activities at Alliance Adventures, LLC dba Indy Scream Park, Monster Midway, Nightmare Factory: Blackout, Killgore's 3D Circus, Lockdown, Zombieland: Unchained, Backwoods, and Zombie Paintball Assault (collectively the "Park"). You are signing this agreement in exchange for being allowed to enter the Park and to perform activities there.

1. Disclosure of Risks. Halloween haunted house activities are very extreme activities, are very high risk, and possess an elevated level of danger that could result in physical and emotional injury, permanent injuries, death, and property loss and damage. These risks include, but are not limited to: impacting trees, the ground, hidden or unseen substances or materials/debris (whether natural or man-made), other patrons, staff members, and man-made objects such as walls, barriers, boundary markers, ramps, rails, cables, towers (whether directly or by objects falling from them), possibly at high speeds; exposure to wildlife and/or insects; eye injury; exposure to infectious diseases and/or viruses; inclement weather, lightning, rain, wind gusts, hypothermia, hyperthermia, fatigue, chill, dizziness, heat and sun-related injuries and illnesses like sunburn, sun stroke, and dehydration; slip and falls on foreign transitory substances or any other liquids or slippery substances; trip and falls on any natural or man-made objects; aggravation of preexisting medical conditions of any kind. Equipment of any kind may malfunction, be defective, or fail, and safety equipment may not adequately protect you. Patrons may perform activities out of control or beyond their physical limits, or otherwise act in a negligent, reckless, or intentional manner which contributes to the injury or death of themselves or other patrons. Staff, patrons, and other individuals may act negligently, recklessly, or wrongfully. The Park may fail to warn patrons of certain risks, and one activity might possess different risks than another. Therefore, you will participate in all activities at the Park at your own risk. **I understand and appreciate all of these risks and the possible outcomes, understand that this is not a complete list and there may be unknown or unanticipated risks, and I voluntarily choose to participate, nonetheless.**

2. Assumption of Risk. To the maximum extent permitted by law, I acknowledge, comprehend, and assume all risks of injury, death, and property loss and damage to me while at the Park, regardless of whether inherent or described in this agreement.

3. Waiver, Release, Covenant Not to Sue, and Indemnification. I agree to each of the following for the benefit of Alliance Adventures, LLC, and their respective owners, successors, affiliates, managers, officers, and employees (all being collectively referred to as the "Released Parties"):

A) I waive all right to pursue any and all claims against the Released Parties for any losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses through all levels of litigation and adjudication (including appeal)) for personal injury (including emotional injury and/or death), property loss and damages, and all other liabilities, claims, demands, actions, and causes of action whatsoever in any way relating to my activities at the Park (collectively "Losses");

B) I release and covenant to not sue all Released Parties for Losses, and I will not voluntarily participate in any proceeding seeking Losses from a Released Parties;

C) I will indemnify, protect, defend, and hold harmless all Released Parties from and against all Losses asserted against or incurred by any of them, regardless of whether such Losses are suffered or caused by me and regardless of who asserts them.

D) My insurance company shall not have, and I hereby waive, any rights of subrogation against the Park or any Released Parties on account of any Losses.

These waivers, releases, covenants, and obligations include all claims that are based upon the negligence, gross negligence, willful or wanton conduct, intentional conduct of the Park or any Released Parties, or by any other cause not expressly stated in this agreement, to the maximum extent permitted by law.

4. Other Provisions.

A) If any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and the term in question shall be valid and enforced to the fullest extent permitted by law. This agreement is governed by the law of the State of Indiana, and all disputes shall be resolved in state or federal courts located in Madison County, Indiana. I am eighteen (18) years of age or older, and I have full legal capacity to execute this agreement; or my parent or legal guardian has signed this agreement on my behalf. This agreement will remain in full force and effect and apply to all my visits to the Park once I sign it. I may only revoke this agreement in a writing signed by me, but I acknowledge that I cannot and will not enter the Park unless this agreement is valid and binding against me and that any revocation will not apply to my activities at the Park on or prior to the date of revocation. I am also acknowledging and accepting full responsibility for my child(ren) and any minor that accompanies me to the Park and I am binding my child(ren) and all minors in my care to ALL of the terms and conditions herein.

