

Mad Jack's Haunted House, LLC
Release and Waiver of Liability and Indemnity Agreement
MINOR without Parent or Legal Guardian

DO NOT SIGN UNTIL YOU HAVE READ THE FOLLOWING IN ITS ENTIRETY

Participation for Minors Aged 16 and 17 (Unaccompanied by Parent or Legal Guardian)

Mad Jack's Haunted House allows individuals aged 16 and 17 (hereinafter referred to as "minor") to participate in the Full Contact Experience, with the option to do so either with or without an adult. **This document specifically addresses the requirements for minors participating without the accompaniment of a parent or legal guardian.** The following guidelines apply to minors participating under these conditions:

OPTION 2: Minor (16 or 17 year old) Participating without Parent or Legal Guardian

If the minor is participating without a parent or legal guardian present, the following conditions apply:

- Present Notarized Waiver:** The parent or legal guardian must sign and have this waiver, "Release and Waiver of Liability and Indemnity Agreement MINOR without Parent or Legal Guardian," **notarized before the minor's participation**.
and,
- Show Proof of Age for Minor (ages 16 or 17)**
 - Driver's License (or learner's permit): Issued by the Department of Motor Vehicles (DMV) in your state or country.
 - Passport: An internationally recognized form of ID.
 - State-issued Identification Card: Non-driver's ID cards issued by the state.
 - Military ID: Issued to active-duty or retired military personnel and their dependents.
 - Permanent Resident Card (Green Card): Issued by U.S. Citizenship and Immigration Services (USCIS)
 - Tribal ID: Issued by recognized Native American tribes.
 - Student ID must be accompanied by other identification documents, like a birth certificate.and,
- Proof of Parent or Legal Guardian:** The minor **must bring one of the following** forms of proof provided by the parent or legal guardian to verify their legal relationship:
 - Birth certificate
 - Adoption papers
 - Court-issued guardianship documents
 - Government-issued documentation listing the parent or legal guardian
 - School records showing the parent or legal guardian
 - Any other legally recognized proof of guardianship

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- 1) **WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK, INDEMNITY, AND VOLUNTARY CONSENT AGREEMENT** (the "Agreement"). In full and complete consideration of Mad Jack's Haunted House, LLC, and its owners, directors, officers, members, financiers, contractors, staff, actors, volunteers, affiliates, agents, representatives, sponsors, advertisers, licensees, assigns, successors, heirs, and all others associated with or acting on behalf of Mad Jack's Haunted House, LLC (collectively, the "Releasees"), I, as the parent or legal guardian of the minor listed below at the signature, on behalf of myself, the minor, and our personal representatives, heirs, and next of kin, hereby acknowledge and agree as follows:
- 2) **RELEASE OF LIABILITY.** I, on behalf of the minor, hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE the Releasees from all liability of any kind, whether known or unknown, suspected or unsuspected, in law or equity, for any and all present or future loss, damage, claims, liens, demands, causes of action, debts, liabilities, and expenses (including court costs and attorney's fees) arising out of personal injury, property damage, or death due to the Releasees' negligence or my presence at the Mad Jack's Haunted House Full Contact Experience premises. This includes, without limitation:
- a) Hazards on the premises of Mad Jack's Haunted House.
 - b) NEGLIGENCE in failing to warn me about any risks, dangers, or conditions during the Full Contact Experience or regarding the use of any props, sets, or effects associated with the Full Contact Experience.
 - c) Actions or inactions by Releasees' staff, actors, or participants.
 - d) NEGLIGENCE EMERGENCY RESPONSE efforts by Releasees' staff, volunteers, or other participants present during the Full Contact Experience.
 - e) NEGLIGENCE in enforcing (or failing to enforce) any rules, regulations, guidelines, or safety procedures related to the Full Contact Experience.
 - f) NEGLIGENCE in failing to warn or in the selection, assembly, use, or maintenance of any equipment, props, set designs, or services in connection with the Full Contact Experience.
 - g) NEGLIGENCE in providing (or failing to provide) advice, instructions, safety guidelines, or recommendations by Releasees' staff or volunteers regarding the Full Contact Experience.
- 3) **EXPRESS ASSUMPTION OF RISK. EXPRESS ASSUMPTION OF RISK.** As the parent or legal guardian of the minor, I acknowledge and accept, on behalf of the minor, that participation in the Full Contact Experience at Mad Jack's Haunted House is inherently dangerous and may result in serious injury, death, or property damage. While this statement does not list every possible scenario, its intent is to provide a clear understanding of the common equipment, props, and inherent risks involved in entering this establishment. I assume, on behalf of the minor, all risks associated with these features, acknowledging that operators cannot foresee or prevent every potential hazard.

This statement is provided to ensure you understand the inherent risks of this experience. Please ensure the minor exercises caution, remains aware of their surroundings, and seeks the nearest exit if they feel uncomfortable at any time.

Many elements, including animatronics, air cannons, moving floors, fog machines, strobe lighting, and other specialized effects commonly used in the haunted house industry, are employed to create an intense, immersive experience. These features, combined with low lighting, loud noises, uneven surfaces, confined spaces, sudden scares, and proximity to performers and props, may cause disorientation or physical reactions.

The Full Contact Experience includes, but is not limited to, the following risks:

- a) **Extreme Darkness:** Environments of complete darkness that limit visibility, increasing fear and uncertainty.
- b) **Lasers:** Bright, focused beams of light that may disorient participants.
- c) **Foul Language:** The use of offensive language intended to provoke discomfort.
- d) **Claustrophobic Spaces:** Small, confined areas that may induce anxiety.
- e) **Latex Materials:** Props or costumes that may trigger allergies.
- f) **Suffocation Risks:** Simulated scenarios involving restrictive materials that may create a sensation of suffocation.
- g) **Projectiles:** Objects that may be launched or dropped near me.

- h) **Disturbing Imagery:** Graphic visuals designed to provoke fear or anxiety.
- i) **Simulated Confinement:** Scenarios designed to make participants feel trapped, evoking helplessness.
- j) **Restraint:** Simulated experiences where participants are physically held or tied.
- k) **Sensory Deprivation:** The removal of one or more senses, such as through the temporary placement of bags over participants' heads.
- l) **Sensory Overload:** Overwhelming stimulation of multiple senses.
- m) **Physical Contact:** Controlled, intentional physical contact by actors or props
- n) **Loud Noises:** Sudden or continuous loud sounds that may startle me.
- o) **Scents:** Strong smells to heighten immersion.
- p) **Fog:** Artificial mist that reduces visibility and adds to the atmosphere.
- q) **Vibrations:** Shaking or trembling sensations felt through the ground or props.
- r) **Strobe Lighting:** Rapid flashing lights disorient participants, making it hard to navigate and intensifying fear as objects or actors seem to jump or vanish.

Participation in Full Contact Experience is not recommended for:

- Pregnant women
- Guests with back problems, asthma, heart conditions, or pacemakers, or allergies to latex
- Those prone to seizures or not physically fit
- Guests with anxiety or panic disorders
- Those sensitive to lights or loud noises
- Individuals with respiratory conditions (e.g., fog or smoke effects)
- Guests with mobility limitations

- 4) **EMERGENCY MEDICAL SERVICES.** I, as the parent or legal guardian of the minor, acknowledge and accept that participation in the Full Contact Experience may involve physical, emotional, or mental strain, and could result in unforeseen medical emergencies. In the event of an emergency, I hereby authorize the Releasees and their designated representatives to secure and provide emergency medical services deemed necessary for my well-being. This may include, but is not limited to, the provision of first aid treatment, the summoning of emergency medical personnel, or transportation to a medical facility. I understand and agree that:
- a) The Releasees and their representatives are not licensed or trained medical professionals, and any emergency care provided by the Releasees or their agents is administered voluntarily, on a good-faith basis.
 - b) I waive and release any claims arising from the sufficiency, quality, or appropriateness of any emergency medical care provided, or not provided, by the Releasees or their representatives.
 - c) I agree to assume full financial responsibility for any medical expenses incurred as a result of the minor's participation in the Full Contact Experience, including but not limited to the costs of hospitalization, medical treatment, medication, rehabilitation, or transportation.
 - d) I am responsible for disclosing any pre-existing medical conditions or concerns regarding the minor that may impact their ability to safely participate in the Full Contact Experience. The Releasees assume no responsibility for exacerbation of existing medical conditions.
- 5) **NON-AGGRESSION PLEDGE.** I, as the parent or legal guardian of the minor, acknowledge and accept, on behalf of the minor, that neither the minor nor I will touch, harm, or interfere with any actors, staff, props, or property of the Releasees. This includes refraining from verbal aggression such as shouting, profanity, or "barking" at actors or staff. I understand that all interactions must be respectful, and any form of physical or verbal aggression toward actors, staff, or other participants is strictly prohibited. This commitment applies to all interactions and includes respecting the environment and materials within the Full Contact Experience.
- 6) **APPROPRIATE ATTIRE.** I agree that the minor will wear closed-toe shoes and pants or shorts. Skirts, dresses, or other loose clothing that may hinder movement or safety are not permitted during the Full Contact Experience.
- 7) **MEDICAL CONDITIONS.** I agree to disclose any existing health issues or medical conditions affecting the minor prior to participation. Should the minor experience any physical discomfort, illness, or complications during the Full Contact Experience, I must immediately cease their participation and report these issues. It is my responsibility to seek medical clearance for the minor from a physician before participating.

- 8) ASSUMPTION OF RISK RELATED TO COMMUNICABLE DISEASES.** I, as the parent or legal guardian of the minor, acknowledge and accept, on behalf of the minor, the inherent risk of exposure to COVID-19, SARS-CoV-2, and other communicable or infectious diseases while participating in the Full Contact Experience. These risks are assumed by me and the minor, regardless of any precautions that may be taken by the Releasees. I agree that the Releasees shall not be held liable for any illness or injury resulting from exposure to such diseases.
- 9) AGE AND IDENTIFICATION VERIFICATION.** I confirm that the minor has reached their 16th birthday by the date of participation in the Full Contact Experience. I will present valid documentation proving the minor's date of birth and verifying that they are at least 16 years old. Additionally, I will provide valid documentation proving that I am the parent or legal guardian of the minor. An authorized Mad Jack's employee will document both the minor's and my date of birth and validate our identities during check-in.
- 10) SAFE WORD AND OPT-OUTS.** I acknowledge, on behalf of the minor, that we have been informed of the safe word, "APPLES," which can be used at any time to opt the minor out of a specific segment while allowing continued participation with the group. To completely opt out of Full Contact engagement, the minor may remove the lighted red pendant. This action will allow continued participation in the haunted house experience without Full Contact engagement for the remainder of the event.
- 11) MEDIA RELEASE.** I acknowledge that the minor's participation in the Full Contact Experience may be recorded by audiovisual and/or photographic means. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Mad Jack's Haunted House, LLC for any use or reuse of the minor's appearance, name, voice, image, likeness, and/or biographical information as captured in these materials. This includes, without limitation, claims based on harm to reputation, disparagement, invasion of privacy, and/or publicity.
- I further authorize Mad Jack's Haunted House, LLC to:
- a) Use these materials for any purpose, including but not limited to the experience itself, other productions, advertising, promotion, merchandising, and sublicensing to third parties.
 - b) Modify, edit, or alter the recordings or images as necessary.
 - c) Utilize these materials worldwide and in perpetuity without any compensation to the minor or me.
- 12) CONFIDENTIALITY.** I, as the parent or legal guardian of the minor, agree to maintain the confidentiality of any proprietary or confidential information disclosed during the minor's participation in the Full Contact Experience. This includes, but is not limited to, information about the design, structure, and content of the Full Contact Experience, trade secrets, and any other non-public information related to Mad Jack's Haunted House, LLC. I agree not to disclose or discuss such information with any third party without the express written consent of Mad Jack's Haunted House, LLC.
- 13) INDEMNITY AND HOLD HARMLESS,** I, on behalf of the minor and myself, agree to DEFEND, INDEMNIFY, SAVE, and HOLD HARMLESS the Releasees from and against any and all liabilities, claims, demands, losses, damages, costs, and expenses (including legal fees and court costs) arising out of or related to the minor's participation in the Full Contact Experience. This includes, but is not limited to, claims arising from personal injury, property damage, or any third-party claims due to the minor's actions or failure to follow rules and guidelines set forth by Mad Jack's Haunted House, LLC.
- 14) VOLUNTARY PARTICIPATION.** I acknowledge, on behalf of the minor, that they are participating in the Full Contact Experience voluntarily and are fully aware of the potential risks involved. I confirm that neither the minor nor I are under any coercion, duress, or undue influence to participate and are engaging in the Full Contact Experience of our own free will, with a full understanding of the potential dangers and conditions.
- 15) NON-REFUNDABLE.** I agree, on behalf of the minor, that all participation fees are non-refundable, regardless of whether the minor chooses to opt out of any portion of the Full Contact Experience or leave early. This policy applies at any point before, during, or after participation in the experience, including for reasons related to discomfort, illness, or personal circumstances.
- 16) ASSUMPTION OF PERSONAL RESPONSIBILITY.** I assume full responsibility for the minor's actions and participation in the Full Contact Experience. This includes ensuring the minor adheres to all rules, regulations, guidelines, and safety instructions provided by Mad Jack's Haunted House, LLC. I acknowledge that failure to follow such instructions may increase the risks involved and accept full liability for any resulting consequences.
- 17) NO GUARANTEE OF SAFETY.** I acknowledge, on behalf of the minor, that despite the precautions taken by Mad Jack's Haunted House, LLC, safety cannot be guaranteed. Participation in the Full Contact Experience is at the minor's and my own risk, and the Releasees make no promises or warranties regarding the avoidance of injury, harm, or damage.

18) FORCE MAJEURE. Mad Jack's Haunted House, LLC shall not be held liable for any failure to perform due to unforeseen events beyond their control, including but not limited to natural disasters, pandemics, or government restrictions.

19) JURISDICTION. This Waiver and Release Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. All disputes arising from this Agreement shall be resolved in the courts of Carter County, Oklahoma.

20) MISCELLANEOUS. If any provision of this Agreement is found to be invalid or void, the remainder of the Agreement shall continue to be enforced to the fullest extent permitted by law.

- a) **Severability.** I agree and understand, on behalf of the minor, that this Agreement is intended to be fully severable. If any portion of this Agreement is found to be void, invalid, or unenforceable, the remainder of the Agreement shall be enforced to the fullest extent of the law. This includes modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against, in the event that any specific claim or provision is found to be invalid or contrary to public policy.
- b) **Right to Discontinue Participation.** I acknowledge and understand, on behalf of the minor, that they always have the option to discontinue participation in Mad Jack's Haunted House Full Contact Experience at any time. However, such discontinuation shall not affect the enforcement of this Agreement, and neither the minor nor I shall be entitled to a refund or any other form of compensation.
- c) **Acknowledgment of Terms.** I acknowledge that I have read and fully understand the terms of this Agreement, and I am signing it on behalf of the minor. I further understand that this is an important legal document and that by signing it, I am giving up substantial legal rights, including the rights of my family or heirs. I sign this document freely and voluntarily without any inducement, assurance, or guarantee being made, intending my signature to serve as a complete and unconditional release of liability to the greatest extent permitted by law.
- d) **No Oral Representations.** I further agree, on behalf of the minor, that no oral representations, statements, or inducements, apart from this written Agreement, have been made to me. I have been given ample opportunity to read this Agreement and/or have it reviewed by legal counsel of my choice. I was also offered a copy of this Agreement for my records.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY KIND. By signing this agreement, I acknowledge that I am giving up substantial legal rights, including the rights of my family. I sign this document freely and voluntarily, without any inducement, assurance, or guarantee, and I intend my signature to be a complete and unconditional release of liability to the greatest extent allowed by law.

AGREED TO AND ACCEPTED BY:

Parent or Legal Guardian (PRINT Full Name)	Date of Birth (MM/DD/YY)	Father/Mother/Legal Guardian (Circle One)	
Signature of Parent or Legal Guardian	Date (MM/DD/YY)	Phone	Email Address

Printed Name of MINOR Participant: _____ D.O.B.: _____

State of _____
County of _____ } SS

Adult Fingerprint

This document was signed before me this ____ day _____, 20 ____

For Office Use Only

My Commission Expires: _____

Notary Signature

Print Full Name Notary

Mad Jack's Haunted House Receiving Agent: _____
Print Name Signature Date