

Mad Jack's Haunted House, LLC

ADULT - Release and Waiver of Liability and Indemnity Agreement

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

- 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, on behalf of myself and my personal representatives, heirs, and next of kin, hereby acknowledge and agree as follows:
- 2) **RELEASE OF LIABILITY.** I 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.** I acknowledge 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 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 exercise caution, stay aware of your surroundings, and seek the nearest exit if you 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 acknowledge 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 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 that may impact my 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 agree not to 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 am required to 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 prior to participation. Should I experience any physical discomfort, illness, or complications during the Full Contact Experience, I must immediately cease participation and report these issues. It is my responsibility to seek medical clearance from my physician before participating.
- 8) **ASSUMPTION OF RISK RELATED TO COMMUNICABLE DISEASES.** I acknowledge 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 apply to all participants, 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 **I am at least 18 years old** and will present valid government-issued ID for age verification. A Mad Jack's employee will record my date of birth, verify my identity, and collect my fingerprint during check-in.
- 10) **SAFE WORD AND OPT-OUTS.** I acknowledge that I have been informed of the safe word, "APPLES," which can be used at any time to opt out of a specific segment while allowing me to continue with the group. To completely opt out of Full Contact engagement, I 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 my 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 my 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 Participant.
- 12) **CONFIDENTIALITY.** I agree to maintain the confidentiality of any proprietary or confidential information disclosed during my 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 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 my participation in the 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 my actions or failure to follow rules and guidelines set forth by Mad Jack's Haunted House, LLC
- 14) **VOLUNTARY PARTICIPATION.** I acknowledge that I am participating in the Full Contact Experience voluntarily and am fully aware of the potential risks involved. I confirm that I am not under any coercion, duress, or undue influence to participate and am engaging in the Full Contact Experience of my own free will, with a full understanding of the potential dangers and conditions.
- 15) **NON-REFUNDABLE.** I agree that all participation fees are non-refundable, regardless of whether I choose 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 my actions and participation in the Full Contact Experience. This includes adhering 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 that, despite the precautions taken by Mad Jack's Haunted House, LLC, safety cannot be guaranteed. Participation in the Full Contact Experience is at 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 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 that I 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 I shall not 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. 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 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:

Participant (PRINT Full Name) _____ Date of Birth (MM/DD/YY) _____

Signature of Participant _____ Date (MM/DD/YY) _____

Participant Email _____

Adult Fingerprint

For office use only

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