

## **The Conover Killings Release and Waiver**

### RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE OR FAULT, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

YOU WILL NOT BE ALLOWED INTO ANY HAUNTED HOUSE OR THESE PREMISES UNLESS YOU UNDERSTAND AND AGREE TO ALL THE TERMS OF THIS AGREEMENT (WHICH IS REFERRED TO ON ALL TICKETS AND ELSEWHERE ON THE PREMISES); YOU ACKNOWLEDGE YOUR FULL ACCEPTANCE OF THIS AGREEMENT BY PURCHASING A TICKET BEFORE ENTERING THE PREMISES OF THE CONOVER KILLINGS EVENT YOU WILL HAVE NO RIGHTS TO ANY COMPENSATION IF YOU ARE INJURED

**ASSUMPTION OF RISK.** You acknowledge that the Conover Killings IS designed to maximize the fright and anxiety experienced by patrons, and that such environments have certain, inherent, known and unknown, obvious or non-obvious risks, including, but not limited to: falling; sliding; tripping; jumping; slipping; and being struck or hit by moving objects, props or people; or being tangled in ropes or cords. These risks may cause serious physical injury or even death. You, more specifically, further acknowledge and assume the risks from the presence of, and exposure to, the following risks: 1) fog, dust or smoke; 2) uneven floors; 3) moving, slippery floors; 4) obstacles and obstructions on, in or along paths and walkways; 5) dimly lit areas; 7) sudden motions or movements; 9) darkness; 11) loud noises that may cause loss of hearing; 12) loud and violent air blasts; 13) electrical shock; 14) bright lights; 15) strobe lights; 16) equipment failure; 17) cable, harness or mechanical failure or Free Fall/Rappelling equipment; 18) objects or other people falling on, jumping on or at, or striking you; 19) any acts by you or others because of fear, anxiety, dizziness, asthma, impaired or diminished vision, and any other physical or emotional condition; 20) the failure of any safety device or procedure; 21) frightening statements and conduct; 22) unpredictable and surprising situations; 23) sudden and extreme changes in temperature; 24) becoming wet; 25) friction burns and other abrasions, scratches, burns and other contusions; 26) ANY ACT OF NEGLIGENCE, whatsoever, by any person working at the Conover Killings, in addition to any and all other activities, techniques or procedures designed to frighten patrons. YOU MUST PAY ATTENTION AT ALL TIMES. IF YOU DO NOT ASSUME AND ACCEPT ALL RISKS FOR POTENTIAL INJURY, YOU DO NOT HAVE PERMISSION TO ENTER THE HAUNTED TRAIL INTERACTIVE EXPERIENCE.

**RELEASE AND WAIVER FOR NEGLIGENCE OR FAULT.** By entering the the Conover Killings you agree that you have read this Agreement and all warnings, and you agree to accept all risks, both specifically identified above and unknown, and RELEASE and WAIVE Robert George Panasuk 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 ANY AND ALL NEGLIGENCE OR FAULT WHATSOEVER and any NEGLIGENT ACT OR FAULT on the part of the aforementioned parties, or their representatives. You further agree to release, waive and discharge the aforementioned PARTIES, the business and/or building owners, and all their employees, volunteers and representatives, from any and all claims for negligence or fault against them. IF YOU DO NOT RELEASE AND WAIVE ALL LIABILITY OF THE PARTIES IDENTIFIED IN THIS SECTION, WHICH CAN BE WAIVED UNDER NJ LAW, YOU DO NOT HAVE PERMISSION TO ENTER THE CONOVER KILLINGS.

**PHYSICAL AND MEDICAL CONDITION.** By entering the Conover Killings, you affirm and represent the following: 1) that you are not pregnant; 2) that you are not under the influence of drugs or alcohol; 3) that you do not suffer from heart conditions, seizure conditions, asthma and/or other respiratory conditions or any other type of mental or physical medical problems; 4) that you are not presently in a cast; and 5) that there are no other reasons why you should not enter the Conover Killings  
**CHILDREN UNDER 12 YEARS OF AGE.** Children under the age of 12 must be accompanied by an adult/guardian, who is/are fully responsible for the conduct and the safety of the child, and who agrees to defend, indemnify and hold harmless all the parties identified above from any cost or expense, including attorneys' fees, resulting from any injury to any child they accompany into any Haunted House Interactive Theater.

**PHOTOGRAPH AND VIDEO RELEASE.** You hereby grant to Robert George Panasuk and its interests, affiliates and personnel, its contractors, co-producers, and/or assigns the irrevocable right and permission to photograph and/or videotape you within the Conover Killings, which may be used for advertising, including television commercials, website videos, posters, evidence in a Court of law, and for any other reason. You hereby release, discharge and agree to hold harmless the parties identified herein from any claims whatsoever arising out of the photographing and/or videotaping, including claims for libel or invasion of privacy. 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. This release shall be binding upon you and your heirs, legal representatives and assigns.

AGAIN, NO PERSON MAY ENTER THE CONOVER KILLINGS UNLESS THEY FULLY AGREE TO EVERY PROVISION OF THIS AGREEMENT. NO REFUNDS WILL BE ALLOWED.

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_