

# Castle of Chaos™

## Haunted House & Hands On Horror™

(This is an important legal agreement; take your time to read it carefully.)

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### Waiver, Release, Assumption of Risk, and Indemnity Agreement

By signing this document, I am forever waiving and releasing any and all claims I may now or later have against Castle of Chaos related in any way to my own and/or the minor child(ren) identified on page two of this document (hereinafter "Listed Minors") participation in any Castle of Chaos event or activity (including but not limited to Hands On Horror) or the use of its facilities, including claims of negligence, and on behalf of myself, my spouse, children/wards, my parents, heirs, assigns, personal representatives, and estate, I hereby agree to fully and permanently release, waive, and discharge Castle of Chaos, its agents, owners, members, shareholders, directors, partners, employees, suppliers, manufacturers, participants, affiliates, successors, and assigns (collectively the "Released Parties") from any and all claims, liability, demands, or causes of action related in any way to my own and/or the Listed Minors participation in any Castle of Chaos event or activity (including but not limited to Hands On Horror) or the use of its facilities, including use of or presence in any real or personal property of Castle of Chaos or the other Released Parties, without regard to whether a claim already exists or may arise in the future. I understand that (a) Castle of Chaos makes its services and facilities available to customers for recreational use only, (b) participation is purely a volunteer recreational activity designed for fun and is not a service to the general public or necessary in any sense, and (c) I and the Listed Minors are assuming the risks set forth in this Agreement.

### Assumption of Risk:

I acknowledge and understand that my own and/or the Listed Minors participation in any Castle of Chaos event or activity (including but not limited to Hands On Horror) or the use of its facilities, comes with inherent risks and I hereby recognize and accept responsibility of any nuisance or minor injury that might result from that participation (including but not limited to scrapes, bruises, lacerations, broken fingers/toes, shock etc). I also acknowledge and understand that participation in Hands On Horror means that non-harmful and appropriate contact by Castle of Chaos actors is expected and acceptable (you may be touched, grabbed, picked up, moved, placed onto or into things such as freezers, carried, blind-folded, have bags or other breathable items placed over your head, placed in tight spaces, dropped, crawl, pushed etc.). The undersigned also accepts the probability of getting wet, being touched by props, or coming into contact with prop "blood" (it will wash out). I understand that if I do not want to take these risks or cannot afford to risk any injury, then I should NOT sign this document or participate in any Castle of Chaos event or activity (including but not limited to Hands On Horror) or use its facilities nor should I allow my minor child(ren) to do so.

### Release of Liability:

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Parties from any and all claims, demands, or causes of action, which are in any way connected with or related to my own and/or the Listed Minors participation in any Castle of Chaos event or activity (including but not limited to Hands On Horror) or the use of its facilities, owned or operated by the Released Parties, including without limitation Castle of Chaos. I am assuming on behalf of myself and/or the Listed Minors, all risk that may result from participation in any Castle of Chaos event or activity (including but not limited to Hands On Horror) or the use of its facilities.

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## Warranty of insurance and Indemnification:

I represent, warrant, and certify that (1) I am the parent or legal guardian of the Listed Minors identified on page two of this document and (2) I have adequate medical or other insurance to cover and pay for any possible injury that may occur to me or the Listed Minors for whom I have signed this Agreement, including without limitation any intensification or exacerbation of injury resulting from any preexisting medical or physical condition I or the Listed Minors may have. To the extent the insurance does not pay for all costs or damages, I also agree to pay for any and all costs and expenses of such injury or damage to myself or to the Listed Minors for whom I have signed this Agreement. I agree to defend, indemnify and hold Castle of Chaos and other Released Parties harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, including, but not limited to attorneys' fees, costs, damages, and/or judgments, related to my use or the Listed Minors use of any property owned by the Released Parties. Without limiting the generality of the foregoing indemnity obligation, I understand that I will be responsible to defend the Released Parties against, and to pay any judgment against the Released Parties, in any claim or lawsuit filed on behalf of the Listed Minors.

## Miscellaneous:

I agree that (a) the exclusive venue for any dispute or litigation between myself and Castle of Chaos will be the Second or Third district courts for the State of Utah, (b) the substantive law of Utah shall apply without regard to any conflict of law rules of another state, (c) the substantially prevailing party shall be entitled to its attorneys' fees and costs from the other party in litigation, and (d) if any part of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. The waiver, release, assumption of risk, indemnifications, and other legal obligations set forth in this Agreement shall remain in full force and effect and shall be applicable to any and all future uses of the Released Parties' facility by me or the Listed Minors for whom I have signed the Agreement below. I agree to read and follow the rules of the facility, and to cause the Listed Minors to follow such rules, including without limitation the rules posted on signs within the facility. I agree that I or the Listed Minors may be required to leave the facility, with no refund, for a failure to follow the rules.

## Parent/Legal Guardian Information (This form must be completed by a parent or legal guardian.)

I understand that I am voluntarily giving up the right to bring a lawsuit or claim against the above mentioned Released Parties. I further understand and accept the above risks related to these activities. I have had sufficient opportunity to read this entire Agreement (both front and back pages). I understand the Agreement and I agree to be bound by its terms.

Name \*

Birth Date \*

Today's Date \*

First

Last

Address \*

Street Address

Address Line 2

City

State / Province / Region

ZIP / Postal Code

Email \*

Phone \*

Emergency Contact Name \*

First

Last

Emergency Contact Phone \*

## Listed Minors Information

Name of Minor \*

Date of Birth \*

Relation \*

First

Last

Name of Minor \*

Date of Birth \*

Relation \*

First

Last

Name of Minor \*

Date of Birth \*

Relation \*

First

Last

Name of Minor \*

Date of Birth \*

Relation \*

First

Last

Name of Minor \*

Date of Birth \*

Relation \*

First

Last

Parent or Legal Gaurdian Signature