**ANDOVER HAUNTED HOUSE FOUNDATION**

**5 W. Greenwood Street Andover, NY 14806**

***EXTREME PARTICIPATION***

**RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT**

 In consideration of participating in haunted house activities and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence The Andover Haunted House Foundation, its board of directors, volunteers, and all other persons or entities acting for them (hereinafter collectively referred to as “Volunteers”), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that these activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to broken bones, bruises and other bodily injuries caused by falls or contact with walls, objects or other participants; medical conditions resulting from physical activity; damaged clothing or other personal property, coming in contact or contracting any illnesses. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

 2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Volunteers. My minors participation in this activity is purely voluntary and I give my minor permission to participate despite the risks. In addition, my minor understands that if at any time they believe that event conditions are unsafe or that they are unable to participate due to physical or medical conditions, then the minor will immediately discontinue participation.

3. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Volunteers known that this event is in a group setting. My minors participation in this activity is purely voluntary and I elect to participate and release any liability from the Volunteers despite the risks

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Volunteers from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Volunteers or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

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5. I represent that I have adequate insurance to cover any injury or damage my minor may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that my minor has no medical or physical condition which could interfere with their safety in this activity, or else I am willing to assume- and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I agree that if my minor is hurt or their property is damaged during their participation in this activity, then I may be found by a court of law to have waived my rights to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

7. I understand that this activity will not be made available to my minor if I choose not to sign this release.

I have had sufficient time to read this entire document and should I choose to do so, consult with legal counsel prior to signing.

I have read and understood this document and agree to be bound by its terms.

PARENT OR GUARDIAN AGREEMENT – EXTREME PARTICIPATION

(Must be completed for Participants under the age of 18)

 In consideration of the minor listed below being permitted to participate in this activity, I further agree to indemnify and hold harmless Volunteers from any claims alleging negligence which are brought by or on behalf of my minor or are in any way connected with such participation by my minor.

Minors Name (print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB\_\_\_\_\_\_\_\_\_

Parent/Guardian Name (print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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