

fear theatre

LIABILITY RELEASE AND INDEMNITY

PLEASE READ CAREFULLY

In consideration for being permitted to participate in the Fear Theatre (hereinafter referred to as the "Activity"), I, the undersigned, agree on behalf of myself AND/OR ON BEHALF OF MY MINOR CHILD(S) for which I am his/her parent/legal guardian/custodian, the following:

1. **Assumption of Risk**. I understand that myself and/or my child(s)' participation in the Activity involves hazards and risks, foreseen and unforeseen, and I, on behalf of myself and or my child(s), voluntarily assume and accept such hazards and risks. These hazards and risks include, but are not limited to, the the risks of becoming lost or separated from one's party guide and the risk of injury and/or property damage or loss associated with the following: difficult weather conditions; uncontrolled, unmarked and not inspected territory; my own and/or my child(s) actions and/or negligence; actions and/or negligence of other participants and/or other people in the community; negligence on the part of KC Events & Promotions, its officers, agent, servants or employees (ex: in their failure to safeguard or protect me and/or my child(s) from foreseen or unforeseen hazards and risks); and risks associated with insects, animals, microbes or other living organisms.

2. **Release**. I, my personal legal representatives, heirs and successors on behalf of myself and/or my child(s), unconditionally release, waive, discharge and covenant not to make any claim as against KC Events & Promotions, their officers, agents, servants or employees and agree to hold them harmless from and for any and all suits, claims, demands and/or damages of any kind for personal injury (whether bodily or psychiatric) and/or property damage or loss arising from any of the hazards and/or risks mentioned above or related to myself and/or my child(s)' participation in the Activity.

3. **Indemnity**. I, my personal legal representatives, heirs and successors shall forever release, waive, discharge, relinquish and indemnify KC Events & Promotions from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, legal fees, indebtedness and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily and/or psychiatric injuries and property damage that may be caused by me and/or my child(s), or any other person in any way connected to, related to, or arising out of my own or my child(s)' participation in the Activity, regardless of any negligence on the part of KC Events & Promotions, its officers, agent, servants or employees.

4. **Physical Condition**. I hereby represent that I and/or my child(s) are in good health and sound physical condition, and have no physical or psychiatric limitations which would or could interfere with my own and/or my child(s)' participation in the Activity. I, on behalf of myself and/or my child(s), assume all responsibility from obtaining any physical examinations which may be indicated or advisable prior to participation in the Activity, and release, waive and discharge KC Events & Promotions, its officers, agent, servants or employees from any liability, suits, claims, actions and demands of any kind whatsoever related to or arising from any decision by me and/or my child(s) not to obtain a physical examination prior to participating in the Activity.

5. **I UNDERSTAND AND ACKNOWLEDGE THE FOLLOWING:**

- a) that the Fear Theatre is a family activity and that I WILL NOT CONSUME DRUGS OR ALCOHOL, OR SHOW ANY SIGNS OF INTOXICATION, during the Activity;
- b) that I will abide by all laws, including those concerning tobacco and prescribed products or substances pursuant to the *Smoke-Free Ontario Act*, SO 1994 c10;
- c) that I will not trespass on private property and that I will not in any way cause harm or be disruptive;
- d) that if I decide to leave the Activity before its completion, I will assume all risks inherent in my decision to leave and waive all liability against KC Events & Promotions its officers, agent, servants or employees arising from that decision;
- e) that if I am the parent/legal guardian/custodian of a minor child under 18 years old, I am 100% responsible for that child(s)' safety and behaviour during the Activity, as well as responsible that he/she understands and abides by all policies in this document.
- f) that if I fail to respect any understanding in this agreement that KC Events & Promotions, its officers, agent, servants or employees reserve the right to prohibit myself and or my Child(s) from participating in the Activity without a refund.

5. **Image, Video and Recording Release.** During the Activity, a participant's image and voice may be captured through photograph(s), videotape(s) and recording(s) which may then be taken and used for promotional purposes. I give permission to KC Events & Promotions and its representatives to take and use myself and/or my child's image and voice for advertisement and publicity through any media. I further agree that all property rights in and to any advertising or publicity materials containing myself and/or my child are the sole and exclusive property of KC Events & Promotions.

By signing my name, I acknowledge that I have carefully read and understood the above.

Participant Name

Participant Signature

Name: _____ Age: _____, Name _____ Age: _____

Name: _____ Age: _____, Name _____ Age: _____

Child Participant Name(s) and age (s) (if applicable)

**Parent/Legal guardian/Custodian of Child(s)
 Participant Name (if applicable)**

**Parent/Legal guardian/Custodian of Child(s)
 Participant Signature (if applicable)**

Date: _____, 2018