

GRIMMZFEST PARTICIPANT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND MEDIA RELEASE

Event Name: Grimmzfest

Presented By: The Artourage and Riddle Studios

In Association With: Hauntmare, LLC

Event Location: _____

Event Date: _____

This Participant Waiver, Release of Liability, Assumption of Risk, and Media Release must be read and signed before entering or participating in Grimmzfest haunted attractions, live entertainment, scare zones, interactive areas, performances, photo opportunities, or related event activities.

By signing this agreement, I acknowledge that I have read, understand, and voluntarily agree to the terms below.

1. Definition of Released Parties

For purposes of this agreement, the "Released Parties" include Grimmzfest, Hauntmare, LLC, The Artourage, Riddle Studios, the event presenters, producers, organizers, owners, officers, members, managers, employees, staff, volunteers, actors, performers, vendors, sponsors, contractors, affiliates, representatives, agents, property owners, landlords, venue operators, security personnel, medical personnel, and event partners.

2. Acknowledgment of Event Activities

I understand that Grimmzfest is a haunted attraction and live entertainment event. The event may include haunted houses, scare zones, live actors, performers, stage entertainment, loud music, horror-themed environments, fog, haze, strobe lights, flashing lights, darkness, tight spaces, uneven surfaces, low visibility, moving props, sudden scares, disturbing imagery, special effects, crowds, photo opportunities, vendors, and other entertainment activities.

I understand that Grimmzfest is designed to be intense, frightening, startling, and physically and emotionally engaging.

3. Assumption of Risk

I understand that attending Grimmzfest and participating in its attractions and activities involves known and unknown risks. These risks may include, but are not limited to:

- Slips, trips, and falls

- Collisions with walls, props, sets, actors, staff, or other guests
- Panic, anxiety, fear, emotional distress, or disorientation
- Dizziness, nausea, headaches, or shortness of breath
- Seizures or reactions to flashing lights, strobes, fog, haze, or loud sounds
- Aggravation of heart conditions, breathing conditions, back problems, neck problems, mobility issues, or other medical conditions
- Minor injuries, serious injuries, or property damage
- Lost, stolen, or damaged personal belongings

I voluntarily choose to attend and/or participate in Grimmzfest. I knowingly and freely assume all risks, both known and unknown, related to my attendance, entry, viewing, participation, or presence at Grimmzfest.

4. Health and Safety Warning

I understand that Grimmzfest may not be suitable for all guests.

Guests should not enter haunted attractions or participate in intense event activities if they are pregnant, have heart conditions, respiratory issues, asthma, seizure disorders, epilepsy, back or neck problems, mobility limitations, severe anxiety, claustrophobia, sensitivity to flashing lights, sensitivity to fog or haze effects, recent surgery, or any medical condition that could be worsened by intense scares, loud sounds, darkness, physical movement, or special effects.

I confirm that I am responsible for deciding whether I am physically, mentally, and emotionally able to safely attend and participate.

5. Rules of Participation

I agree to follow all posted rules, warnings, verbal instructions, safety directions, and staff instructions at all times.

I understand and agree that I may not:

- Touch, grab, push, hit, threaten, or harass actors, performers, staff, vendors, security, volunteers, or other guests.
- Touch, move, damage, climb on, or interfere with props, sets, decorations, barriers, equipment, lights, sound systems, fog machines, or displays.
- Run, shove, fight, block walkways, enter restricted areas, or behave in a dangerous or disruptive manner.
- Bring weapons, illegal substances, outside alcohol, fireworks, dangerous items, or prohibited items into the event.
- Attend or participate while under the influence of drugs or alcohol in a way that creates a safety risk.
- Use costumes, masks, props, or behavior to impersonate Grimmzfest staff, security, actors, performers, or emergency personnel.
- Violate any local, state, or federal law.

I understand that violation of these rules may result in denial of entry, removal from the event, or refusal of future admission without refund.

6. Release of Liability

In exchange for being allowed to enter, attend, view, or participate in Grimmzfest, I, on behalf of myself, my heirs, family members, representatives, successors, and assigns, voluntarily release, waive, discharge, and hold harmless the Released Parties from any and all claims, demands, damages, injuries, losses, liabilities, costs, expenses, actions, or causes of action arising out of or related to my attendance at Grimmzfest, participation in haunted attractions, live entertainment, scare zones, interactive areas, photo opportunities, vendor areas, parking areas, entrances, exits, or any related event activities.

This release includes claims arising from ordinary negligence to the fullest extent permitted by law.

This release does not apply to claims that cannot legally be waived under applicable law, including claims involving fraud, willful injury, intentional misconduct, gross negligence, or violations of law where such claims cannot legally be released.

7. Indemnification

I agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, damages, losses, liabilities, costs, or expenses, including reasonable attorney fees, arising from my conduct, my violation of event rules, my damage to property, my injury to another person, my violation of this agreement, or my violation of any law while attending or participating in Grimmzfest.

8. Medical Treatment

I authorize Grimmzfest staff, representatives, security, or emergency personnel to seek medical assistance if they believe it is necessary.

I understand that Grimmzfest does not provide medical insurance for guests or participants. I am responsible for all medical costs, ambulance costs, emergency response costs, treatment costs, or related expenses resulting from my attendance or participation.

9. Personal Property

I understand that I am responsible for my own personal belongings. The Released Parties are not responsible for lost, stolen, misplaced, or damaged property, including but not limited to phones, cameras, glasses, bags, wallets, clothing, costumes, props, keys, merchandise, or personal items.

10. Costumes and Props

I understand that Grimmzfest may allow costumes or guest props at its discretion. Grimmzfest reserves the right to deny entry, require removal, or prohibit any costume, mask, prop, accessory, or item that creates a safety concern, blocks visibility, appears to be a real weapon, interferes with event operations, or violates event rules.

Toy weapons, replica weapons, sharp objects, realistic firearms, metal blades, or dangerous props may be prohibited.

11. Photo, Video, and Media Release

I understand that photography, video recording, livestreaming, audio recording, and other media may take place at Grimmzfest.

I grant Grimmzfest, Hauntmare, LLC, The Artourage, Riddle Studios, and their representatives permission to photograph, film, record, livestream, publish, edit, reproduce, distribute, display, and otherwise use my image, likeness, voice, costume, appearance, name, and participation in photos, videos, audio recordings, social media posts, advertisements, promotional materials, websites, commercials, archives, and other commercial or promotional content.

I understand that I will not receive payment, compensation, approval rights, ownership rights, or additional notice for such use.

12. Event Changes

I understand that attractions, performers, vendors, schedules, layouts, entertainment, effects, policies, and event details may change without notice.

I understand that weather, technical issues, staffing, safety concerns, emergencies, vendor changes, performer availability, crowd conditions, or circumstances beyond the event's control may result in delays, closures, substitutions, modifications, or cancellations of certain event areas or activities.

13. Minors

Participants under 18 years old must have this agreement signed by a parent or legal guardian.

By signing for a minor, the parent or legal guardian confirms that they have read this agreement, understand the risks, consent to the minor's attendance and participation, and agree to the terms of this agreement on behalf of the minor to the fullest extent permitted by law.

The parent or legal guardian also agrees to be responsible for the minor's conduct, safety, supervision, and compliance with all event rules.

14. Severability

If any part of this agreement is found to be invalid, unlawful, or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

15. Governing Law

This agreement shall be governed by the laws of the State of California. Any legal dispute arising from or related to this agreement or participation in Grimmzfest shall be handled in the appropriate courts located in California, unless otherwise required by law.

16. Acknowledgment and Signature

I have carefully read this entire agreement. I understand that I am giving up certain legal rights by signing it. I understand the risks involved with Grimmzfest. I voluntarily agree to attend and/or participate.

Participant Name: _____

Date of Birth: _____

Phone Number: _____

Email Address: _____

Address: _____

Participant Signature: _____

Date: _____

Parent/Guardian Section for Minors

Complete this section if the participant is under 18 years old.

Minor Participant Name: _____

Minor Date of Birth: _____

Parent/Guardian Name: _____

Relationship to Minor: _____

Parent/Guardian Phone: _____

Parent/Guardian Email: _____

I certify that I am the parent or legal guardian of the minor listed above. I have read and understand this agreement. I consent to the minor's attendance and participation in Grimmzfest and agree to the terms of this agreement on behalf of myself and the minor to the fullest extent permitted by law.

Parent/Guardian Signature: _____

Date: _____

Emergency Contact

Emergency Contact Name: _____

Relationship: _____

Emergency Contact Phone: _____