



name: _____

Hotel Vernal Haunt & Ghost Tours VOLUNTEER WAIVER 2018

READ CAREFULLY – This affects your legal rights

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in **Hotel Vernal Haunt & Ghost Tours** (the “**Event**”), and as consideration for the right to participate in the Event, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims and causes of action of any kind whatsoever arising out of my participation in the Event, and do hereby release and discharge **Hotel Vernal Haunt & Ghost Tours, Boxed & Locked LLC, Charitable Friends of Ashley Valley and Roscoe Weston Motels, Inc.** (the “**Released Parties**”) located in Vernal, Utah, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, sponsors, donors, predecessors, successors and assigns for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Event, including traveling to and from an event related to this Event.

I am voluntarily participating in the aforementioned Event and I am participating in the activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Event, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or other’s negligence, conditions related to travel, or the condition of the Event location. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Event, including travel to, from and during this Event.

I agree to indemnify and hold harmless the Released Parties against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf.

I acknowledge that the Released Parties and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity.

I acknowledge that this Event may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I acknowledge that the Event will include strobe lights, smoke machines, loud noises, screams, bright lights, laser beams, paranormal activity and confined spaces. The risks may include, but not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of building,

condition of participants, equipment, intergalactic invasion, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, Event officials and Event monitors and/or producers of the Event. I acknowledge that the leased Hotel Vernal Haunt building has limited ADA accommodations and I am in a health condition to navigate stairs safely.

I acknowledge that as a Haunt volunteer I will receive mandatory training and comply with volunteer guidelines include those required by the insurance policy. This includes NOT physically touching the guests during the Ghost Tour or Haunt experience.

I acknowledge that I have carefully read this "WAIVER AND RELEASE OF LIABILITY" and fully understand that it is a release of liability. I expressly agree to release and discharge the Released Parties and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against the Released Parties for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Released Parties, its agents and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I understand that the organizers and officers of the Event for which I am volunteering may rely upon my services to create, construct, organize, coordinate, decorate, act, clean, and demonstrate. I also understand that there is a risk of serious and/or permanent injury or death associated with performing the aforementioned services.

Despite these risks, I hereby acknowledge that I have voluntarily chosen to assist and help with the Event.

I attest, verify and acknowledge that I am in good health, and that I am not aware of or in a doctor's care for any condition which might endanger my health or safety or that of any other volunteer, guest, participant or spectator at the Event. I understand that the organizers and other volunteers of the Event in which I am volunteering is not a medical professional and cannot assess my physical or emotional condition or render medical care while I am volunteering. I agree that I and/or my insurance carrier(s) shall be liable to pay for any and all medical, legal or other expenses or costs that I may incur or which may be incurred on my behalf that are associated with the above-referenced risks and the provisions contained in this agreement and that the Event organizers, sponsors, lessee, officials and other volunteers are not liable for said expenses.

PHOTO USE RELEASE

I hereby grant and authorize Hotel Vernal Haunt the right to take, edit, alter, copy, exhibit, publish, distribute and make use of any and all pictures, audio or video taken of me to be used in and/or for legally promotional materials without payment or any other consideration. This

authorization extends to all media, formats, and markets now known or hereafter devised. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing. I understand and agree that these materials shall become the property of Hotel Vernal Haunt.

BACKGROUND CHECK

Hotel Vernal Haunt & Ghost Tours is a charity event and is organized as a fun and safe way to celebrate the Halloween season. I acknowledge and consent that a background check will be conducted for all volunteers to promote and encourage safety.

_____ Full name

_____ Date of birth

VOLUNTEER INTERESTS (check all that apply)

- creative construction actor support make-up / costumes

Comment: _____

The Hotel Vernal Haunt & Ghost Tours is a charity event that is created, organized and operated by volunteers. The following age guidelines have been set for volunteering at the Event. Please check the box that applies:

- I am 13 years of age and under and must be accompanied by an adult relative, guardian or a sibling older than 16 years of age.
- I am 14 to 17 years of age and must be paired with another youth or adult relative.
- I am 18 years old or older.

I have read this document and understand it. I further understand that by signing this document, I voluntarily surrender certain legal rights, and I agree that this document shall bind my guardian(s), assigns, heirs, administrators, and executors forever. This document shall be governed by the laws of the State of Utah.

Dated this _____ day of _____, 2018

_____ cell: _____
Printed Name

_____ email: _____
Signature

If under 18 years old:

_____ cell: _____
Printed Name of Parent or Guardian

_____ email: _____
Signature of Parent or Guardian