



VIP Castle Dark Ticket Package

“SCARE ACTOR” – ASSUMPTION OF RISK & WAIVER OF LIABILITY

- **WARNING!** This “scary” experience has real hazards. **BE SAFE - READ THIS WARNING CAREFULLY!** The purpose of Castle Dark’s VIP Castle Dark Package is to scare and be scared. Castle Dark’s Interactive Haunted House experience is an interactive environment designed to maximize the fright and anxiety experienced by participants. As such, you understand and acknowledge that such environments have certain inherent risks, known and unknown, obvious or non-obvious, foreseeable and unforeseeable, including, but not limited to: falling; sliding; tripping; slipping; being struck or hit by moving objects, props or other people; being tangled in ropes or cords; and other hazards. Additional elements and features which may pose a risk to your health and well being: 1) fog, dust or smoke; 2) uneven floors, crooked steps or hazards hidden by lighting elements (e.g., dim, colored, flashing lights); 3) moving or slippery floors; 4) obstacles and obstructions on, in or along paths and walkways; 5) dark, winding and fast slides; 6) dimly lit stairs; 7) swinging and unstable bridges; 8) sudden motions or movements in close proximity to you; 9) snakes, reptiles, horses and other animals; 10) total darkness; 11) loud noises that may shock one’s senses and/or cause loss of hearing; 12) loud and violent air blasts; 13) electrical shock; 14) bright and “blinding” lights; 15) strobe lights or flashes; 16) equipment failure; 17) cable, harness or mechanical failure of Free Fall/Rappelling equipment; 18) objects or other people falling on or striking you; 19) acts or reactions by you or others due to fear, anxiety, dizziness, asthma, impaired vision, and any other physical or emotional condition; 20) the failure of any safety device or procedure, including security or attendants; 21) frightening statements and conduct; 22) unpredictable and surprising situations; 23) sudden and extreme changes in temperature; 24) becoming wet; 25) friction burns and other abrasions, scratches, burns, bruises and other contusions; 26) negligent acts by Castle Dark or others, including persons working at the Castle Dark Interactive Haunted House(s), in addition to any and all other activities techniques or procedures designed to frighten patrons.
- **WARNING! - YOU WAIVE ALL RIGHTS & ASSUME ALL RISKS.** BY PARTICIPATING IN CASTLE DARK’S “VIP CASTLE DARK PACKAGE” YOU ASSUME ANY AND ALL RISKS, WITHOUT LIMITATION, INCLUDING FOR PERSONAL INJURY (PHYSICAL, MENTAL, EMOTIONAL OR OTHERWISE), AND DEATH, HOWEVER CAUSED (INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE, ILLEGALITY OR WILLFUL MISCONDUCT OF CASTLE PARK). YOU WAIVE ANY AND ALL RIGHTS, OF ANY KIND OR NATURE WHATSOEVER, TO MAKE OR PURSUE ANY CLAIMS OR DEMANDS, OR TO FILE LITIGATION IN ANY JURISDICTION, AGAINST CASTLE PARK. (As used above and herein, “Castle Park” shall include without limitation, its employees, vendors, suppliers, contractors, consultants, insurance carriers and brokers, managers, directors, affiliated and parent entities, shareholders and investors, officers, attorneys, agents, representatives, and contracted parties having any association with Castle Dark, including those who have designed, built and/or operated the interactive haunted house elements and scare devices, including MELTDOWN, JINXX AND HAVOC TWISTED CIRCUS, and THE CROOKED MAN).
- **You Affirm Your Physical & Mental Health.** By entering any of the Castle Dark Interactive Haunted House(s), you affirm and represent: 1) you are not pregnant; 2) you are not under the influence of drugs, medications or alcohol; 3) that you do not suffer from heart, asthma and/or other respiratory conditions, seizures, migraines, or any other type of mental or physical medical problems; 4) that you are not presently afflicted with any illness, injury or medical condition; and 5) that there are no other reasons why you should not be able to enter to fully and safely enjoy this experience.
- **18 or Above – No Minors.** No person under the age of 18 is allowed. By signing and by entering, you represent and certify under penalty of perjury that you are at least 18 years of age.
- **Video & Image Release.** In part consideration of your VIP experience, you hereby grant to Castle Park the irrevocable right and permission to capture images and videotape of you in relation to the Castle Dark Interactive Haunted House(s), which may be used for any and all advertising/marketing/promotion purposes, including without limitation TV and cable commercials, on social media and websites, pamphlets, licensed documentaries and news stories, etc., without any compensation whatsoever. You hereby release, discharge and agree to hold harmless Castle Park for any use of images and video, including without limitation for false light, defamation, publicity, privacy and infliction of emotional distress.

Sign: _____

Date: _____

Print Your Name: _____

I certify I am over 18 years of age; have read, understand and voluntarily agreed to all of the foregoing; I understand the risks and do not have any condition (medical or otherwise) which would prevent my safe participation in this experience.

PAY ATTENTION. BE SAFE. ENJOY!