## HAUNTED FOREST AT PANIC POINT (aka Goban Fifer) Participant Waiver, Release of Liability, & Image Release 2808 Cedar Creek Rd, Youngsville, NC 27596

- 1. AFTER THE OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility for my participation at Panic Point. Risks include, but are not limited to: sprains, strains, fractures, animal bites and stings, contact with poisonous plants; and accidents involving, but not limited to, running, falling, jumping, falling branches, lightning, contact with scenery, contact with patrons or actors.
- 2. I voluntarily agree to comply with the stated, posted, and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest Panic Point Staff Member.
- 3. I attest and verify that, unless otherwise indicated below, I am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I have no condition that will cause a severe reaction to strobe lights, loud noises, sudden movement, or the viewing of actors and haunted scenes. My participation in activities and events organized or sponsored by Releasees is entirely voluntary.
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Goban Fifer, or James T. Moss, and their officers, directors, representatives, officials, principals, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Event, . I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by Goban Fifer, or James T. Moss.
- 5. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.
- 6. I hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record gratis the performance of the above named participant (referred to herein as "I", "me", "my") in the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind to me. I acknowledge that Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the event in which I may appear on any and all media, including but not limited to, radio, television, internet, print materials, and social media, hereinafter devised in perpetuity and without compensation to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS,UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.