

COVENANT NOT TO SUE, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the undersigned, (his/her) personal representatives, heirs, next of kin and spouse agree as follows.

1. Release of Liability: I do now release, acquit, satisfy and forever discharge Scarborough Renaissance Festival, Screams, LLC and Southwest Festivals, Inc., and their members, shareholders, officers, directors, agents, employees, independent contractors, affiliates, successor and assigns, participants, rescue, security and first aid personnel (collectively, "Releasee") from all actions, causes of action, suits, contracts, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which I ever had, now have or may have in the future, or which any personal representative, successor, heir or assign of mine in the future can, shall or may have, for any reason or cause whatsoever, including but not limited to any and all claims, causes of action, suits, controversies or demands arising out of or relating in any fashion whatsoever to my physical presence, rehearsing or performing at Scarborough Renaissance Festival, Screams Halloween Theme Park (the "Event") or my participation at the Event, regardless of cause or any concurrent or contributing fault or negligence of Releasee.
2. Covenant Not To Sue: I covenant not to sue or otherwise assert a claim of any nature whatsoever against Releasee arising out of or in any way related to my physical presence or my participation in the Event.
3. Indemnity Agreement: I agree to indemnify, hold harmless, and defend Releasee from and against any and all claims, costs, expenses, or liability (including attorney's fees), attributable to bodily injury, sickness, disease, or death, or to damage or destruction of property (including loss of use of property), caused by, arising out of, resulting from, or occurring in connection with my physical presence or participation in the Event.
4. Assumption of Risk: I understand and comprehend the risk associated with my physical presence and participation in the Event engaged in by myself and others and I assume full responsibility for any risk of bodily injury, death or property damage arising there from regardless of cause or any concurrent or contributing fault or negligence of Releasee.

Initials of undersigned

I HAVE READ THIS COVENANT NOT TO SUE, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF RELEASEE TO THE GREATEST EXTENT ALLOWED BY LAW.

Effective as of _____, 2016, the date hereof, I have executed this Covenant Not to Sue, Release, Assumption of Risk and Indemnity Agreement.

Signature of Undersigned

Print Name of Performer

If the undersigned is under 18 years of age, this Covenant Not to Sue, Release, Assumption of Risk and Indemnity Agreement must be signed by a parent or guardian.

Signature of Parent / Guardian

Print Name of Parent / Guardian

This Covenant Not to Sue, Release, Assumption of Risk and Indemnity Agreement must be signed and returned before the Undersigned will be allowed to participate in any activities or training for the Event.