

The Horrorland Agreement of Release, Indemnity, and Assumption of Risk

*** READ BEFORE SIGNING ***

This is a binding agreement by you in favor of the Christmas Square Group LLC d/b/a The Horrorland ("Operator") and the Releasees (as defined below) for all of your activities at The Horrorland (the "Event"). You are signing this agreement in exchange for being allowed to participate in the Event and to perform activities there.

1. Disclosure of Risks. Halloween haunted house activities are extreme activities and possess an elevated level of danger that could result in physical and emotional injury, permanent injuries, death, and property loss and damage. These risks include, but are not limited to: impacting trees, the ground, hidden or unseen substances or materials/debris (whether natural or man-made), other patrons, and man-made objects such as walls, barriers, boundary markers, ramps, rails cable towers (whether directly or by objects falling from them), possibly at high speeds; exposure to wildlife and/or insects; eye injury; exposure to infectious diseases and/or viruses; inclement weather, lightning, rain, wind gusts, hypothermia, hyperthermia, fatigue, chill, dizziness, heat and sun-related injuries and illnesses like sunburn, sun stroke, and dehydration; slip and falls on foreign transitory substances or any other liquids or slippery substances; trip and falls on any natural or man-made objects; aggravation of preexisting medical conditions of any kind. Equipment of any kind may malfunction, be defective, or fail, and safety equipment may not adequately protect you. Patrons may perform activities out of control or beyond their physical limits, or otherwise act in a negligent, reckless, or intentional manner which contributes to the injury or death of themselves or other patrons. Staff, patrons, and other individuals may act negligently, recklessly, or wrongfully. Operator may fail to warn patrons of certain risks, and one activity might possess different risks than another. Therefore, you will participate in all activities at the Event at your own risk. **By signing below, I acknowledge that I have read and understand and appreciate all of these risks and the possible outcomes, understand that this is not a complete list and there may be unknown or unanticipated risks, and I nonetheless voluntarily choose to participate in the Event.**

2. Assumption of Risk. To the maximum extent permitted by law, I acknowledge, comprehend, and assume all risks of injury, death, and property loss and damage to me while at the Event, regardless of whether inherent or described in this agreement.

3. Waiver, Release, Covenant Not to Sue, and Indemnification. I, on behalf of myself and my heirs, next of kin, executors, administrators and assigns, agree to each of the following for the benefit of Operator, ESJ JI Operations LLC d/b/a Jungle Island, ESJ JI Leasehold LLC, ESJ Capital Partners LLC Jungle Island Resort LLC, the City of Miami and their respective owners, successors, affiliates, managers, officers, and employees (all being collectively referred to as the "Releasees"):

A) I waive all right to pursue any and all claims against the Releasees for losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses through all levels of litigation and adjudication (including appeal)) for personal injury (including emotional injury and/or death), property loss and damages, and all other liabilities, claims, demands, actions, and causes of action whatsoever in any way relating to my activities at the Event (collectively "Losses");

B) I release and covenant to not sue all Releasees for Losses, and I will not voluntarily participate in any proceeding seeking Losses from a Releasee;

C) I will indemnify, protect, defend, and hold harmless all Releasees from and against all Losses asserted against or incurred by any of them defending any claim made by me or anyone making a claim on my behalf, even if the claim is alleged to or did result from the carelessness or negligence of any Releasee or anyone else; and

D) My insurance company shall not have, and I hereby waive, any rights of subrogation against any Releasees on account of any Losses.

These waivers, releases, covenants, and obligations include all claims that are based upon the negligence of the Releasees, or by any other cause not expressly stated in this agreement, to the maximum extent permitted by law.

4. Other Provisions.

A) I have verified with a medical doctor that I am in a physical condition that is suitable and safe for me to conduct all activities that I will conduct at the Event. Prior to commencing each activity at the Event, I will notify staff about any preexisting medical condition. If I do not feel physically capable of performing an activity at the Event, I will refrain from that activity. I will utilize all appropriate safety devices at the Event. I understand that certain activities at the Event require different skill levels, and that for my own safety I will only participate in activities and use systems for my skill level. I agree to read and obey all safety rules that are posted at the Event or available online and all instructions by staff at the Event. I will not use any equipment in any ways other than as intended or as instructed by staff at the Event.

B) If any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected and the term in question shall be valid and enforced to the fullest extent permitted by law. This Agreement is governed by the law of the State of Florida, and all disputes regarding this Agreement or the Event shall be resolved exclusively in state or federal courts located in Miami-Dade County, Florida.

C) I am eighteen (18) years of age or older, and I have full legal capacity to execute this agreement; or my parent or legal guardian has signed this agreement on my behalf. This agreement will remain in full force and effect and apply to all of my visits to the Event once I sign it. I may only revoke this agreement in a writing signed by me, but I acknowledge that I cannot and will not enter the Event unless this agreement is valid and binding against me and that any revocation will not apply to my activities at the Event on or prior to the date of revocation.

C) I hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation relating to the Event or arising out of, under or in connection with this agreement and any course of conduct, course of dealing, statements (whether verbal or written) or actions of the Releasees. This provision is a material inducement for the Operator to grant my admission to the Event.

D) I acknowledge that Operator and/or any of the Releasees might record or photograph my likeness, performance, and participation at the Event. I agree that Operator will be the sole owner of all rights to those recordings and photographs forever, and that Operator and/or any of the Releasees may use my likeness in these recordings and photographs in all publications and advertisements, all without any payment of consideration or liability to me. This agreement is irrevocable by me.

E) By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.

I HAVE READ AND I UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY, AND I HAVE HAD THE OPPORTUNITY TO HAVE MY LEGAL COUNSEL REVIEW IT. I AGREE THAT, BY SIGNING IT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MEMBERS OF MY FAMILY, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS MIGHT HAVE AGAINST THE RELEASEES.

Participant's First Name

Participant's Last Name

____/____/_____
Date of Birth

Email Address

Participant's Signature

Today's Date

***** IF PARTICIPANT IS UNDER 18 YEARS OLD *****

Parent/Guardian's First Name

Parent/Guardian's Last Name

Parent/Guardian's Signature