

FIELD OF SCREAMS ZOMBIE FUN RUN

EVENT PARTICIPANT WAIVER

Field of Screams, LLC (“FOS” – this means FOS and its owners, officers, employees, staff, and agents) is conducting an event called “The Zombie Fun Run” (the “Event”). In exchange for my and/or my child or ward being permitted to participate in the Event, I understand and acknowledge that by signing below I am legally agreeing to the statements in this Event Participant Waiver (“Waiver”):

The Event is an approximately five (5) kilometer indoor/outdoor race and obstacle course that may require participants to run, climb, crawl, hurdle, jump, duck spring and take other actions. The Event will also involve the attachment of flags (similar to “flag football”) to participant clothing and being chased by “zombie participants” to try to remove the aforementioned flags. I ACKNOWLEDGE AND REPRESENT THAT I HAVE NO KNOWLEDGE OR REASON TO KNOW OF ANY PERSONAL, PHYSICAL OR MENTAL LIMITATIONS, CONDITIONS, OR OTHER RESTRICTIONS THAT WOULD MAKE ANY OF THESE ACTIVITIES PERSONALLY INADVISABLE OR INADVISABLE FOR MY CHILD OR WARD TO SAFELY PARTICIPATE IN THE EVENT. I ACKNOWLEDGE THAT PARTICIPATION IN THE EVENT MAY RESULT IN INCIDENTAL CONTACT WITH OTHER PARTICIPANTS, INCLUDING ZOMBIE PARTICIPANTS, AND I CONSENT TO SUCH INCIDENTAL CONTACT AS PART OF PARTICIPATING IN THE EVENT. I understand that FOS reserves the right, in its sole and complete discretion, to deny any person from participating at the Event.

To the extent I and/or my child or ward participates as a “zombie participant,” I understand that I must report no less than two (2) hours before the start of my shift as a zombie participant. During these two hours, I will undergo the process of putting on the required make up for me to look like a zombie. I acknowledge that make up artists and costumers, hired by FOS, will be conducting this process of applying make up approved by FOS. I also acknowledge that the make up applied to myself will contain allergens or irritants such as latex, silicone, gelatin, and certain glues. It is solely my responsibility to inform FOS of any allergies I may have to any of these materials listed above, or any materials that could be related to the make up process. FOS is not responsible for any allergic reactions or illness that may occur as a result from make up applied to me. I also understand that FOS will place me in a designated area on the event course. While in my designated area, I will follow all directions given to me by FOS, as well as stay within the boundaries dictated by my assigned area on the Event course. I ACKNOWLEDGE THAT ANY DEVIATION FROM THESE DIRECTIONS, OR FROM ANY OTHER DIRECTIONS PROVIDED BY FOS, MAY RESULT IN THE TERMINATION OF MY BEING A ZOMBIE PARTICIPANT WITHOUT WARNING.

I will at all times conduct myself in a careful manner, will not injure or damage any other person or property and will obey all laws, Event Rules, and Event Staff (including security personnel engaged by FOS). I will not, while racing or participating as a zombie participant, be under the influence of any alcohol, drug, or substance, nor consume any of these.

I ACKNOWLEDGE AND ASSUME ALL THE RISKS OF PARTICIPATING IN THE EVENT. I understand that participating in the Event may involve a risk of physical injury to me or others, damage to mine or other’s property, or other consequences. These consequences might result from the actions, inactions, or negligence of myself and/or others, or from various conditions of the premises, the equipment used in the Event, and/or the weather. There may also be other risks not known or not reasonably foreseeable. Such risks include but are not limited to the following: falls, dangers of collisions with FOS staff, vehicles, pedestrians, other participants, spectators, or volunteers, and fixed objects; dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazards that may be posed by spectators or volunteers. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined below. I understand that I will be participating in the Event at my own risk and I agree to assume all the risks incidental to participating in the Event.

I RELEASE, WAIVE, COVENANT NOT TO SUE, AND FOREVER DISCHARGE the Released Parties, as defined below, of and from any and all claims, causes of action, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), costs, expenses, and liabilities of every kind (“Claims”) arising out of or in any way connected with my or my child or ward’s participation in the Event or traveling to or from the Event, and further agree to indemnify and hold each of the Released Parties harmless from and against such Claims, including all attorney’s fees and disbursements up through and including any appeal. I understand that this release and indemnity includes, but is not limited to, Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death, partial or permanent disability), loss by theft or otherwise, property damage to any equipment, Claims related to or arising from hazards, defects or dangers on any real property owned or controlled by FOS, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at an Event site or elsewhere), Claims for medical or hospital expenses, whether caused by or suffered by me or my child or ward either before, during or after such volunteer participation, and Claims for humiliation, embarrassment, and/or emotional distress. For purposes of this Waiver the “Released Parties” are

Participant Initials _____

FOS, all Event sponsors, Event organizers, Event promoters, Event producers, Event staff, Event officials, any administrators, contractors, vendors, advertisers, race directors, volunteers, athletes, all other persons or entities involved with the Event, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives. If I am injured or have any other type of loss or damage (including theft or damage to personal property), I will not make any claim against FOS. I will also indemnify (reimburse) FOS if any other person makes a claim against FOS for anything I did, including, without limitation, any false or misleading representations made by me in signing this Waiver.

I understand FOS does not agree to provide medical services or insurance and that my ticket fee is non-refundable and does not include these benefits. Without limiting the foregoing, I authorize any medical treatment or care provided for me and/or my child or ward if deemed advisable in the event of injury, accident or illness. I agree to be responsible and assume liability for any and all costs, incurred as a result of my or my child or ward's participating in the Event, not covered by my insurance, including, without limitation, medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services.

I authorize FOS to record my voice, photograph and record (on film, tape, photographs or otherwise), my performance; to edit the same at its discretion and to include it with the performances of others and with sound effects, special effects and music; to incorporate the same into commercials, advertisements, films, trailers or other programs related to the Event; to use and to license others to use such records and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising and sales promotion; and to use my name, likeness, voice, biography or other information concerning me in connection with the Event, commercial tie-ups, merchandising and for any other purpose associated with the Event. I further acknowledge that FOS owns all rights to the results and proceeds of my services rendered in connection herewith.

I acknowledge that I and/or my child or ward is acting only as a volunteer and not as an employee of FOS, and there is no expectation to receive any type of compensation from FOS or any of the Released Parties.

I understand and acknowledge that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for the Event are NOT REFUNDABLE FOR ANY REASON, under any circumstances, including but not limited to injury, a scheduling conflict, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster) and/or event cancellation.

This Waiver shall be governed by the substantive law of the Commonwealth of Pennsylvania without giving effect to principles of conflicts of laws. If any provision of this Waiver is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, and the validity, legality and enforceability of the remaining provisions contained in this Waiver shall remain in effect. The venue for any and all disputes arising from or related to this Waiver shall be the federal or state courts with jurisdiction over Lancaster County, Pennsylvania. If FOS takes any legal or equitable action, including, without limitation, in the course of defending against an action brought by you or a third party, to enforce this Waiver or seek remedy for any breach thereof, FOS shall be entitled to recover any and all costs and expenses incurred, including attorneys' fees, incurred in furtherance thereof.

BY INDICATING YOUR ACCEPTANCE OF THIS WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND FULLY UNDERSTOOD ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THIS WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name

Signature

Date

As the Parent and/or Legal Guardian to the child or ward identified above, I represent that I have the legal capacity and authority to act for and on behalf of the named child or ward. I accept and agree to all of the terms and conditions of the above Waiver, and acknowledge that by signing below I bind myself, the child or ward, and any successors in interest to the terms of this Waiver.

Parent/Guardian Printed Name

Parent/Guardian Signature

Date

Participant Initials _____