



Assumption of the Risk, Waiver of Liability and Covenant Not to Sue

Lehigh Valley Scream Park, LLC. (The Scream Park) presents terrifying theatrical attractions (Attractions) which contain graphic scenes of simulated extreme horror, tight spaces, exposure to darkness, fog, strobe light effects, water, physical contact, and forced separation from my path or party at various times; intended for recreational purposes only and my participation is purely voluntary. I acknowledge and understand that my participation and use of the premises contain inherent risks and hazards, including but not limited to physical contact by actors and props, property damage, personal injury or any illness or death as a result of the COVID-19 pandemic. By signing this release, liability waiver, covenant not to sue, and hold harmless agreement, I certify that:

I am at least 18 years of age and/or the parent/legal guardian of a minor. No minor will be admitted without the written consent of a parent/legal guardian.

I am in good physical shape, and I can participate in the Attractions without any limitations. By this, I mean I have no physical or emotional condition or impairment that would be impacted by participation, and I consent to all acts to which I may be subject as part of my participation.

I will follow all instructions, rules, and laws as I take part in the Attractions, including, without limitation, current COVID-19 guidelines. I will refrain from aggressive or disorderly conduct toward any employees or other patrons. I understand that my failure to do so will result in my immediate removal from the premises with no refund.

I am not under the influence of or otherwise impaired by drugs or alcohol. I have been advised that I cannot and will not be admitted to, or allowed to participate in, the Attractions if I am impaired by drugs or alcohol.

I acknowledge the many inherent dangers involved in participating in the Attractions, including, without limitation, current COVID-19 and that the risk of illness and /or death from becoming exposed to or infected by COVID-19, I agree that any of the foregoing may result from the actions, omissions, or negligence of others, including, but not limited to, The Scream Park’s owners, employees, volunteers, other participants, and their families. I voluntarily agree to assume all of the risks, both known and unknown, and accept sole responsibility for any injury to myself, my child(ren) or other members of my family, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren) or others members of my family may experience or incur in connection with my or my child(ren)’s participation in the Attractions (“Claims”), even if arising from the negligence of The Scream Park. On behalf of myself and/or my children, I hereby release, covenant not to sue, discharge, indemnify and hold harmless The Scream Park, its owners, employees, agents, and representatives, of and from the Claims, including all damages, costs or expenses of any kind arising out of or relating thereto.

It is my express intent that this Agreement shall bind my heirs, assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE of The Scream Park. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the Commonwealth of Pennsylvania and I hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Lehigh County, Pennsylvania to resolve any disputes that arise hereunder. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL FOR ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY THE SCREAM PARK TO PARTICIPATE IN THE ATTRACTIONS.**

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18): This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and understand the provisions in this waiver/release as relates to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the guidelines for protection against COVID-19. Furthermore, I and my child/ward understand and accept these risks and responsibilities. I, for myself, my spouse, and child/ward do consent and agree to his/her release provided above for The Scream Park and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless The Scream Park for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, **EVEN IF ARISING FROM THE SCREAM PARK NEGLIGENCE**, to the fullest extent provided by law.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Assumption of Risk, Waiver of Liability, and Covenant Not to Sue Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I understand that if I do not want to take risks or cannot afford to risk any injury, then I should NOT sign this document or participate in any activities or use of the premises.

I have signed this Waiver and Agreement under seal on this _____ day of _____, 20_____.

SIGNATURE OF PARENT / GUARDIAN: _____ PRINT NAME: _____

SIGNATURE: _____ PRINT NAME: _____

SIGNATURE: _____ PRINT NAME: _____

SIGNATURE: _____ PRINT NAME: _____

SIGNATURE: _____ PRINT NAME: _____

PRINT NAME OF CHILD: _____