

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration of participating in the BLACKOUT! ORPHEUM HAUNTED TOUR activities and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence The Orpheum Theatre and the Knox County Metropolitan Exposition Auditorium and Office Building Authority, its owners, directors, officers, employees, agents, volunteers, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that these activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to broken bones, bruises and other bodily injuries caused by falls or contact with walls, objects or other participants; medical conditions resulting from physical activity; damaged clothing or other property, coming in contact or contracting the Covid-19 virus or any other viruses. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees known that this event is in a group setting and that I may come in contact or contract the Covid-19 virus or any other viruses. My participation in this activity is purely voluntary and I elect to participate and release any liability from the Releasees despite the risks
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume- and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my rights to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I choose to not sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understood this document and agree to be bound by its terms.

Print Name _____

Address _____ **City** _____ **State** _____ **Zip** _____

Signature _____ **Date** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT - (Must be complete for Participants under the age of 18)

In consideration of the minor/ minors listed below being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor/ minors or are in any way connected with such participation by minor/ minors.

Name/s of Minor/s _____

Parent Guardian Signature _____ **Date** _____