

**Owl Creek Farm Haunted Hike Release of Liability and Rules**

***No refunds for any reason!***

In the event of an emergency during the hike, we recommend before starting the hike, you enter the number 210-944-2108 on your phone without pressing the send button so the number is ready if you should need it. Simply describe us what is around you and someone will be there to assist you out of the hike. By purchasing a ticket and signing this waiver you acknowledge:

- (Please check one) \_\_\_\_ I am 18 years of age OR \_\_\_\_ I am under the age of 18 years and my parent/guardian have read this waiver and rules and has consented to its terms.
- I agree not to participate unless I am physically and medically able. I acknowledge that there may be graphic and stressful scenes that can cause distress both physically and mentally.
- This event is held in the undomesticated woods. Participants may come in contact with various trees, weeds, vines, grass, plants, rocks, pollen, cactus, moisture, wild animals, insects, dirt, leaves, air and any other form of nature. Participant is notified of this in this waiver and it is the sole responsibility of the participant to decide if they will risk exposure to any and all of the elements of nature.
- Due to the nature of the woods, closed toe shoes are recommended. High heels, flip flops, sandals, etc are highly **not** recommended as the ground is uneven and sharp objects may get knocked into the path such as sticks, thorns, etc. *Absolutely no bare feet!*
- This event is held in the undomesticated woods. Owl Creek Farm, its volunteers, employees or anyone else associated with Owl Creek Farm is not responsible for any injury, illness, mental distress, death or loss to any participant or property while participating in the event or while on the property (including parking lot) of Owl Creek Farm.
- I understand pets are not permitted on the property.
- I will be supplied with a flashlight for use during the hike. I understand that I will have to return the flashlight at the conclusion of the hike.
- The following is prohibited on the property of Owl Creek Farm: Alcohol, illegal drugs, weapons of any kind including replicas/toys, smoking within 100 feet of the woods, intoxicated individuals.
- The following is prohibited during the hike: photography or filming of any kind, any additional lighting other than what is supplied, running, touching of actors, other participants or props, horseplay, pushing, passing other hike participants or other potentially dangerous actions.
- Participants will be exposed to a very low light situation, sudden movements and sounds, graphic displays.
- Patrons that suffer from asthma or other breathing disorders, heart disorders, anxiety, pregnant or other life-threatening disorders should not enter. Patrons with these disorders that decide to enter are entering at their own risk.
- If a participant loses any personal item or property, it will not be searched for until the next day. Leave all property (including cell phones) locked in your car. Searches will not be performed during operating hours of hike and for the safety of volunteers and staff, none will be sent out to search until daylight hours (after 11 am) the following day. Participants will not hold Owl Creek Farm, its volunteers or staff responsible for any lost, stolen or damaged property.
- Owl Creek Farm reserves the right to close, postpone or cancel a hike due to weather or other events out of the control of Owl Creek Farm.
- I consent to the administration of first aid and other minor emergency treatment in the event of an injury or illness and hereby release and indemnify Owl Creek Farm from any and all liability or claims arising out of such treatment. If an emergency occurs that requires the need for emergency professionals, supplies or transportation, I acknowledge I am solely responsible for any and all bills incurred from the use of emergency services.
- I grant Owl Creek Farm unlimited permission to use, reproduce my photograph/video image for advertising while participating in this event. I understand I will not be entitled to compensation from the use of the images or income generated from the images.
- Owl Creek Farm, its volunteers or staff reserve the right to remove a participant from the hike and property for any unruly behavior, touching actors or props, breaking any of the rules as listed or for any other reason they feel requires removal.

I, for myself or as a legal guardian of participant and on behalf of my/participant's heirs, assigns, personal representatives and/or next of kin forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Owl Creek Farm, their volunteers, staff or contractors, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless Owl Creek Farm from any loss, liability, cost, claim or damages arising from my participation in or association with activities or events organized and sponsored by Owl Creek Farm.

*I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT/RULES AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.*

Date: \_\_\_\_\_

Participant's Full Name (print): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Signature of Participant or Legal Guardian: \_\_\_\_\_

Legal Guardian's Name (print): \_\_\_\_\_ Relation to Participant: \_\_\_\_\_

Guardian's Phone Number: \_\_\_\_\_