

In exchange for being permitted to participate in The Zombie Fun Run (all of which are called the “Event”), agree and acknowledge as follows (if Participant is a minor or under disability, must be signed, agreed and acknowledged by parent or guardian):

1. Field of Screams, LLC (“FOS” – this means FOS and its owners, employees, staff, etc.) is conducting an Event called “The Zombie Fun Run” as noted above. I will run, climb, crawl, hurdle, jump, duck, spring and take any other actions to complete a five kilometer (approximately) outdoor race and obstacle course in existing weather, good or bad. I will have flags attached to my clothing and “Zombie participants” may chase me and try to remove them (similar to “flag football”). If I am a “zombie participant” I may chase participants and try to remove the aforementioned flags. The object of the race is for me to complete the course without losing my flag.

2. I know the Event activities (including the racing portion, and all aspects of the “The Living Dead After Party,”) are potentially dangerous and that I could be injured, electrocuted or even killed, but I accept them anyway and assume all risks (including the inherent danger of the Event; the negligence or intentional acts of any person including myself; inadequate wearing apparel; dangerous ground conditions; spectator interference; natural causes; and all other causes of injury, damage or loss). If I am injured, I will not make any claim against FOS. I will also indemnify (reimburse) FOS if any other person makes a claim against it for anything I did.

3. I hereby understand and acknowledge that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for The Zombie Fun Run 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.

4. If I am a Zombie Participant I understand that I will be reporting to the event, where I will check in with FOS, LLC (“FOS” – this means FOS and its owners, employees, staff, etc.) no less than 2 hours before the start of my shift as a Zombie Volunteer. During these two hours, I will undergo the process of putting on the required make up for me to look like a zombie.

5. If I am a Zombie Participant 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.

6. If I am a Zombie Participant I 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. Furthermore, I acknowledge that any deviation from these directions, on my part, may result in the termination of my being a Zombie Participant.

7. I understand FOS does not provide medical services or insurance and that my ticket fee is non-refundable and does not include these benefits.

8. I know the Event will be conducted on FOS land, and that there may be dangerous conditions there, FOS has no duty to warn me.

9. 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 be under the influence of any alcohol, drug, or substance nor consume any of these.

10. I do not have any mental, physical, or other health conditions, which would make my participation in the Event inadvisable or dangerous. I as a Zombie Participant I will inform FOS of any health conditions I may have that may affect my Zombie Participation.

11. I am not an employee of FOS and have no rights other than to participate in the Event.

12. If I am injured or have any other type of loss or damage (including theft of personal property), I will not make any claim against FOS. I will also indemnify (reimburse) FOS if any other person makes a claim against it for anything I did.

13. I hereby 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.

14. I agree that my being permitted to participate in the Event is adequate consideration for the releases, waivers, and indemnities given herein.

15. I, the parent or guardian of the above named participant (“Minor”), give my approval for Minor’s participation in the Event. I assume all risks and hazards incidental to the Minor’s participation in the Event and I release, waive discharge, absolve, indemnify, agree to hold harmless and covenant not to sue the Releases for any claim arising out of an injury to the Minor and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of any kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with Minor’s attendance at and participation in the Event, whether or not caused by the Releases negligence or gross negligence. I consent to the foregoing, grant permission for Minor to participate in the Event and acknowledge that I have carefully analyzed, accepted and agreed to the terms of this Waiver, know and understand its contents and sign below on my own free act and deed.

SEEN AND AGREED: _____

_____ **Participant or Parent/Guardian Date**