

Welcome to Jack's Revenge!

Rolling Hills Asylum LLC is an historical property that is authentically haunted. While historic properties and haunted attractions are fun, visiting them may pose some degree of risk for some people, on occasion. Therefore, we do require every visitor to download, print out and sign and this waiver, and bring it along with your ticket to the attraction. We must have a hard copy - electronic copies are not accepted. In addition, for those between the ages of 14 and 18, the responsible adult accompany them through the attraction, must also co-sign and date their form.

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

Jack's Revenge (the "Event") is held inside Rolling Hills Asylum, LLC and is located at 11001 Bethany Center Road, East Bethany, NY 14054 (the "Property"). The Event employs strobe lighting, fog machines, startling noises and props, and other special effects designed to startle and disorient visitors. In consideration for being permitted to enter the Property and to attend or participate in all aspects of the Event, and intending to be legally bound by this Release under the laws of the state of New York, I agree as follows:

I voluntarily and knowingly assume all risk of loss, damage, and injury (including death) that may be sustained by me and any person claiming under or through me that may result in connection with: (A) the Property or related personal property; or (B) my attendance at or participation in the Event, whether occurring before, during, or after entrance to the Event. The term "RHA LLC Indemnified Party" shall include RHA LLC and (as applicable) members of its board of directors, officers, employees, agents, representatives, members, contractors, subcontractors, subtenants, licensees, invitees, attorneys, sponsors, advertisers, volunteers, and their respective heirs, executors, administrators, personal representatives, successors and assigns. For myself and for my heirs, executors, administrators personal representatives and assigns, and any person claiming under or through any of the foregoing persons, I remise, quit claim, waive, release, and forever discharge every RHA LLC Indemnified Party (acting officially or otherwise) and every RHA LLC Indemnified Party, (acting officially or otherwise) from and against any claims, suits, causes of action, losses, costs, expenses, damages or liabilities, including reasonable attorneys' and experts' fees and litigation costs, whether direct or indirect, known or unknown, foreseen or unforeseen, in contract, tort, equity, or under statute, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property (real or personal, and regardless of ownership) (collectively, "Claims"), which occur or arise, in whole or in part, as a result of or in connection with any of the following: (a) any act or omission of any RHA LLC Indemnified Party; (b) the use, non-use, possession, operation, occupancy, maintenance or management of the Property (or any parts thereof); (c) the condition of the Property or any part(s) thereof; (d) any accident, injury, or damage to any person or property occurring in, on, or about the Property or any parts thereof or any appurtenances thereto (including without limitation any street, avenue, alley, sidewalk, curb, passageway or entrance that is either on the Property or adjacent thereto; and (e) any activities in connection with my attendance at or participation in the Event even if any such Claim is caused in whole or in part, by an RHA LLC Indemnified Party. I further agree to indemnify, defend and hold harmless an RHA LLC Indemnified Party from and against any Claims by third parties arising out of my presence on the Property or my attendance at or participation in the Event.

I represent that I am at least 18 years of age and legally competent to enter into this Release and/or have authority to sign for and accompany the minor noted below (ages 14-18). To the best of my knowledge, there is no health-related impediment to my presence on the Property or my attendance at or participation in the Event. I authorize the RHA LLC and their respective successors and assigns, to photograph, audiotape, videotape, or otherwise record me as an attendant at or participant in the Event and grant the right to RHA LLC and their respective successors and assigns, to use such photographs, audiotapes, films, tapes, or other recordings, including reproductions thereof or likenesses based thereon, with or without my name or with a fictitious name, in any legal manner, in all means or media now known or later invented, and the right to copyright same. I waive all right of inspection and approval and release each RHA LLC Indemnified Party from all liability arising out of the exercise of these rights.

Any violation of law or any other inappropriate behavior by me while on the Property or during the Event may result in revocation of my ticket to enter the Property and attend the Event, and I may be removed from the Property. In such case, I am not entitled to a refund of the purchase price or any associated charges.

I understand the terms of this Release and I have willingly signed it as my own free act and intend to be legally bound.

First and Last Name: (please print) _____

Signature: _____ *Date of Signature* _____

For Children Under Age 18: I am the parent or legal guardian of a minor child. My child is at least 14 years of age as of the date of the event. I intend to be legally bound by the foregoing agreements with respect to any of my minor children who enter the Property and attend or participate in the Event.

First and Last Name of Child: (please print) _____

First and Last Name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____ *(Date of Signature)* _____

