

ARTfactory's Factory of Fear General Liability Release, Waiver, Hold Harmless Agreement, and Express Assumption of Risk*

The Factory of Fear is intended for your enjoyment and entertainment. It is meant to scare, frighten, and alarm you; the Factory of Fear is poorly lit with multiple obstacles, structures, enclosures, installations, costumed monsters, and other people/visitors that are potential hazards. The risk of injury or loss from the activities involved is significant and could result in permanent mental or bodily injury, and death.

By purchasing this ticket, you acknowledge and agree that you are accepting these terms on behalf of yourself and any additional individuals for whom you purchase tickets. You represent that you have the authority to do so, and that all attendees covered by your purchase are bound by this waiver.

I hereby swear and affirms that I am at least eighteen (18) years of age, and willfully and voluntary choose to sign this GENERAL LIABILTIY RELEASE, WAIVER, AND EXPRESS ASSUMPTION OF RISK AGREEMENT (hereinafter, the "Agreement"), enter the Factory of Fear, and freely participate or not participate in any activities, attractions, or interactions contained therein, including but not limited to, the Factory of Fear.

I hereby affirm that I have been advised and thoroughly informed of the apparent and inherent hazards, risks, dangers, and harms associated with the activities general described as, but not limited to, stationary attractions, running indoors, bright lights, flashing lights, darkness, loud music, noises, stairs, costumed actors, or other activities associated with Halloween.

I understand and acknowledge that I am entering and/or participating in Factory of Fear AT MY OWN RISK and with the knowledge and understanding that doing so involves certain inherent or hidden risks, including, but not limited to: dizziness, nausea, fatigue, fainting, vomiting, bruising, cuts, abrasions, bleeding, shock, bodily injury, loss of limbs or digits, spinal injuries, hearing loss, dental injuries, fractured or broken bones, facial injuries, difficulty breathing, asthma attacks, claustrophobia, heart attack, miscarriage, epileptic episodes, seizures, heart issues/palpitations, anxiety, mental episodes, disability, paralysis, and death.

I knowingly, freely, and expressly assume all such risks, both known and unknown, even if arising from my own negligence, the negligence of The Center of the Arts of Greater Manassas/Prince William County DBA ARTfactory and/or all current and former affiliated corporations, divisions, current and former directors, board members, officers, employees, agents, legal representatives, landlord heirs, assigns, volunteers, and other participants (referred throughout as "releasees"), and voluntarily and willingly agree to assume full and complete responsibility for my participation in Factory of Fear.

I knowingly, freely, and expressly waive my right(s) to any and all actions, suits, demands, losses, liability, claims, or causes of action that can be alleged or brought under the laws, codes, and statutes of any and all state, federal, foreign, local or territorial jurisdictions for personal injury, property damage, wrongful death, negligence, loss of consortium, or any other losses/injuries.

By signing this agreement, I understand and agree that under no circumstance will , my heirs, executors, administrators, beneficiaries, devisees, friends, family, or assigns, prosecute or bring an actions, suits, demands, losses, liability, claims, or causes of action that can be alleged or brought under the laws, codes, and statues of any and all state, federal, foreign, local or territorial jurisdictions in accordance with the paragraph above against the Releasees. Further, I understand and agree that in the event that one of more of the provisions of this agreement, for any reason, is held to be invalid or unenforceable, and such invalidity, unenforceability, or illegality shall not otherwise affect any other provision herein.

I HAVE FULLY READ THIS GENERAL LIABILITY RELEASE, WAIVER, AND EXPRES ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND AND AGREE TO ALL ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.

Parents/Guardians of participation of a minor (under age 16)

By signing this agreement I verify that I am the parent/guardian with legal responsibilities and obligations to do so, consent and agree to his/her release, waive, and expressly assume the risks as provided above to all of the Releasees from any and all liability, loss, injuries, incidents,

or death to my minor child/ children's involvement and participation in activities contained within the Factory of Fear as set forth above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Factory of Fear Rules of Conduct

1. NO LARGE BAGS ALLOWED
2. NO FOOD OR BEVERAGES INSIDE THE FACTORY OF FEAR
3. NO CELL PHONES OUT, PHOTOS, OR VIDEOTAPING INSIDE FACTORY OF FEAR
4. NO TOUCHING ACTORS, PROPS, OR SCENERY
5. NO TALKING DURING SCENES
6. NO HARRASING OR ENDANGERING ACTORS OR GUESTS
7. NO SHARP OBJECTS
8. NO RUNNING
9. STAY WITH ASSIGNED DISPATCH GROUP
10. DO NOT OPEN DOORS UNLESS INSTRUCTED
11. MOVE ONTO NEXT SCENE WHEN INSTRUCTED

Violation of these rules will result in your immediate removal from the premises with no refunds. I have read these fully and understand and agree to abide by them.

*Acknowledgment and acceptance of waiver will be completed at checkout.