

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION of the risk of injury that exists while hosting or participation in HIKING OR BIKING TO HAUNTED AREAS (hereinafter the "Activities"); and

IN CONSIDERATION of my desire to host or participate in said Activities and being given the right to host or participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter "I" or "me"), or my parents or guardians, if under 21 years of age, knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, causes of action, or other means of recovery of any kind out of my hosting or participation in the Activities; and

I HEREBY release and forever discharge JANNETTE QUACKENBUSH, 21 CROWS, LLC, AND MID-APPALACHIA PARANORMAL SOCIETY, located at 25891 Creola Hue Road, Creola, Ohio, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (hereinafter "Releasees"), from any and all physical or psychological injury that I may suffer as a direct result of my hosting or participation in the aforementioned Activity.

I AM HEREBY VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITIES AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATION IN THESE ACTIVITIES, WHICH MAY INCLUDE, BUT NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC LOSS OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITIES, OR FROM CONDITIONS AT THE ACTIVITIES' LOCATION AND UNKNOWN TO ME, OR MY PARTICIPATION IN THESE ACTIVITIES.

I FURTHER agree to indemnify, defend, and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and related costs. This extends also to indemnify and defend Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by any participants in the Activities if I was the host.

I FURTHER acknowledge that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entities conducting a specific event or Activity on behalf of Releasees.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and or/producers, or in the event and lack of hydration.

In the event that I should require medical care or treatment, I authorize JANNETTE QUACKENBUSH, 21 CROWS, LLC, AND MID-APPALACHIA PARANORMAL SOCIETY to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all cost involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance or coverage to protect myself and Releasees when hosting Activities. I FURTHER acknowledge that these activities may involve a test of a person's physical or mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate or as host allow others to participate in Activities unless I am or they are medically able and properly trained, and I agree to abide by the decisions of JANNETTE QUACKENBUSH, 21 CROWS, LLC, AND MID-APPALACHIA PARANORMAL SOCIETY officials or agent, regarding my approval to participate in the Activities.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND CONSIDERED THIS "WAIVER AND RELEASE: AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE JANNETTE QUACKENBUSH, 21 CROWS, LLC, AND MID-APPALACHIA PARANORMAL SOCIETY AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST JANNETTE QUACKENBUSH, 21 CROWS, LLC, AND MID-APPALACHIA PARANORMAL SOCIETY FOR PERSONAL PHYSICAL OR EMOTIONAL INJURY OR FOR PROPERTY DAMAGE.

To the extent that the statute or case law does not prohibit release for ordinary negligence, this release is also for such negligence on the part of JANNETTE QUACKENBUSH, 21 CROWS, LLC, AND MID-APPALACHIA PARANORMAL SOCIETY, its agents, and employees.

I agree that this Release shall be governed for all purposes by Ohio, West Virginia, and Maryland law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's, my agent's, or as host any person's I allow to participate in the Activities willful actions, negligence or recklessness, I acknowledge and agree to be held liable for any and all cost associated with such action of willful, negligence, or recklessness.

THIS WAIVER AND RELEASE SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN AND/OR HOSTING OF THE ACTIVITIES, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between TWO parties of equal bargaining strength. Both Participant, [REDACTED] and JANNETTE QUACKENBUSH, 21 CROWS, LLC, AND MID-APPALACHIA PARANORMAL SOCIETY agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provisions contained within this Release of Liability shall be deemed to be severable or invalid, or if any term condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, by that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

EMERGENCY CONTACT	Contact Relationship	Contact Telephone
[REDACTED]		

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, and that I fully understand its content. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: [REDACTED] Participant's Address: [REDACTED]

Signature: [REDACTED] Date: [REDACTED]

PARENT / GUARDIAN WAIVER FOR MINORS In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows: I hereby certify that I am the parent or guardian of [REDACTED], the name above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: [REDACTED]

Relationship to Minor: [REDACTED]

Signature: [REDACTED] Date: [REDACTED]