



DO NOT SIGN UNTIL YOU HAVE COMPLETELY READ THE FOLLOWING

WAIVER AND RELEASE EXPRESS ASSUMPTION OF RISK, INDEMNITY AND VOLUNTARY CONSENT AGREEMENT (the "Agreement")

1. **IN FULL AND COMPLETE CONSIDERATION OF HAUNTINGTON Beach Inc, AKA HBM, Hauntington Beach Manor, and each of their members, principals, subsidiaries, affiliates, employees, agents representatives, producing partners, financiers, successors, licensees, and assigns, and all of their subsidiaries, affiliates, employees, members, principals, agents, representatives, producing partners, financiers, successors, licensees, and assigns, which shall all be third party beneficiaries hereof) (collectively HBM Hauntington Beach Manor) allowing me to participate in HBM Hauntington Beach Manor MIDNIGHT SHADOWS. I on behalf of myself and my personal representatives, heirs and next of kin (hereinafter collectively the "Releasing Party") hereby acknowledge and agree as follows:**

WAIVER AND RELEASE AND EMERGENCY MEDICAL SERVICES

2. Releasing Party hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** and/or any affiliate and/or media telecasting or otherwise distributing an audiovisual program based on the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* in which I may appear (the "Program" as more fully discussed below) in any and all media or formats; any licensees, assignees and/or sub-distributors of the Program; and/or each of their affiliated owners, partners, subsidiaries, licensees, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, affiliated organizations and entities; ; or any other persons assisting or participating in their activities, including the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* (collectively hereinafter "Releasees"); **FROM ALL LIABILITY OF WHATEVER KIND OR NATURE, IN LAW, EQUITY OR OTHERWISE, WHETHER NOW KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FOR ANY AND ALL PRESENT OR FUTURE LOSS OR DAMAGE, AND ANY CLAIMS, LIENS, DEMANDS, CAUSES OF ACTION, DEBTS, LIABILITIES, EXPENSES INCLUDING COURT COSTS AND ATTORNEYS FEES, SUITS OR JUDGEMENTS THEREFROM** (collectively hereinafter "Liability") **ON ACCOUNT OF ANY PERSONAL INJURY, INJURY TO PERSONAL PROPERTY, OR RESULTING IN DEATH ARISING OUT OF OR RELATED TO THE EVENTS, RELEASEES' NEGLIGENCE, AND/OR RELEASING PARTY'S** presence in or upon the premises and facilities and locations where the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* is or will be taking place. This includes, without limitation, Liability for or arising from:
3. Premises liability;
- a) Active or passive conduct;
 - b) **NEGLIGENCE** in the failure to warn or in the selection, assembly, use and/or maintenance of any equipment, facility or services in connection with the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*
 - c) **NEGLIGENCE** in the enforcement or implementation (of failure to enforce or implement) any rules, regulations, guidelines, conditions or procedures concerning the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*
 - d) **NEGLIGENCE** in the failure to warn the Releasing Party regarding any condition or circumstance of the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* or regarding the use of any product, facility, or service associated with the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*
 - e) **NEGLIGENCE** regarding the giving (or failure to give) advice, instructions, training, or recommendations by Releasees regarding the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*; and/or
 - f) **NEGLIGENT RESCUE OPERATIONS OR EFFORTS BY** Releasing Party or others present on the premises
4. Releasing Party hereby specifically **AUTHORIZES AND CONSENTS TO** the on-set production team providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* or during the Releasing Party's presence in or upon the premises, facilities, and locations where the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* is or will be taking place. Releasing Party expressly **WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS** from and against any and all Liability arising therefrom.

EXPRESS ASSUMPTION OF THE RISK

5. Releasing Party hereby acknowledges and understands participating in the *MIDNIGHT SHADOWS* can be **EXTREMELY DANGEROUS AND RISKY** and could result in **PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE. The HBM Hauntington Beach Manor MIDNIGHT SHADOWS may involve, without limitation, fog, dizziness, loud noises, claustrophobia, strobe lights, lasers, otherwise engaging in physical, emotional, and strenuous activities and/or using equipment and facilities related to these HBM Hauntington Beach Manor MIDNIGHT SHADOWS, all of which can result in DISABILITY, DISFIGUREMENT, SERIOUS PHYSICAL OR MENTAL OR EMOTIONAL INJURY, DEATH, OR PROPERTY DAMAGE. Releasing Party further acknowledges that by participating in the HBM Hauntington Beach Manor MIDNIGHT SHADOWS, Releasing Party may be asked to ; crawl, jump, climb and fall and may be accidentally touched, directed physically or yell at during the HBM Hauntington Beach Manor MIDNIGHT SHADOWS.** This Agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, including injuries or harm that may arise from the negligence of the Releasees. Additionally, the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* will also include the use of varying types and styles of equipment, tools and props, including, without limitation, mounted camera equipment. Releasees do not make any warranties or representations about said equipment, tools, props, premises, locations and /or facilities.
6. Releasing Party acknowledges that participation in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* is **NOT RECOMMENDED** for pregnant woman or visitors who have back problems, asthma, mental or heart conditions, have a pacemaker, are prone to seizures or are not physically fit.
7. Releasing Party acknowledges that an inherent risk of exposure to the disease **COVID-19** (as defined by the World Health Organization and any strains, variants, or mutations thereof) and **SARS-CoV-2** (The virus that can cause **COVID-19**)(collectively, "**COVID-19**")and any other communicable or infectious disease, exists in any public place where people are present. **COVID-19** is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to **COVID-19**, and the risk of exposure applies to everyone. I acknowledge that the risk of exposure to **COVID-19** any other communicable or infectious disease includes the risk that I will expose others that I later encounter, even if I am not experiencing or displaying any symptoms of illness myself. By visiting and/or participating in the event and/or attractions at HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*. I agree to voluntarily assume any and all risks in any way related to exposure to **COVID-19** and any other communicable or infectious disease, including illness, injury or death of myself or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, its parent corporations, affiliates, officers, directors, employees and landlord. I acknowledge that my visit and participation are entirely voluntary. On my own behalf and on behalf of my heirs, executors, personal representatives, administrators and assigns, I agree to forever waive, covenant not to sue, release, and discharge HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* its parent corporations, affiliates, officers, directors, employees and landlord, from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including all claims and causes of action based on the sole, joint, active or passive negligence of HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* its parent corporations, affiliates, officers, directors, employees and landlord, arising out of or in any way relating to exposure to **COVID-19** and any other communicable or infectious disease during my visit to and/or participation in event and/or attractions at HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*.
8. Releasing Party acknowledges that there may be undefined and presently unknown risks and dangers associated with the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* and that there may be risks and dangers that may result from negligence of the Releasees, the production team for the Program and/or any other person working with or in connection with HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*. This includes, without limitation, the potential negligence in the implementation or enforcement of (or failure to implement or enforce) any rules, regulations, guidelines, advice, training, instructions, or recommendation related to the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, the potential negligence related to the operation, design, or maintenance of the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* and associated facilities, and/or the potential negligence in the selection, use or maintenance of any premises, location, facility, equipment, or service related to the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*. **RELEASING PARTY HEREBY EXPRESSLY ASSUMES ALL SUCH RISKS AND DANGERS WHETHER PRESENTLY KNOWN OR UNKNOWN AND EXPRESSLY RELEASES RELEASEES FROM ANY AND ALL INJURY, HARM AND/OR DAMAGE RESULTING FROM SUCH NEGLIGENCE AND RELATED TO RELEASING PARTY'S PARTICIPATION IN THE EVENTS.**

VOLUNTARY PARTICIPATION AND CONSENTS

9. Releasing Party is participating in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* at Releasing Party's own volition and is not participating or engaging in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* at the request or on behalf of HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* or the Releasees. Releasing Party acknowledges that it is his or her responsibility to do all the following: (a) fully disclose to HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* any health issues or medications that are relevant to participation in the SANITARIUM; (b) inform HBM Hauntington Beach Manor if there are any activities or aspects of the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* about which the Releasing Party does not feel comfortable; (c) cease participation and promptly report any physical discomfort, illness or complications; and (d) clear his or her participation with his or her personal physician. Releasing Party expressly acknowledges that none of the Releasees has made, or will make, any investigation into Releasing Party's physical fitness or emotional, health or ability to participate in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*. Releasing Party also acknowledges that he or she bears full responsibility to become aware of and familiar with any and all rules, regulation, and instructions relating to the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, and to follow such rules, regulation and instructions. **For the avoidance of doubt, it is the Releasing Party's right and responsibility to cease participation in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* should the Releasing Party feel any physical or mental discomfort or complications while engaging in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, including but not limited to, physical/mental/emotional discomfort, illness, complications or safety concerns** Releasing Party acknowledges that he or she has been informed of the **SAFE WORD "MERCY, which may be said AT ANY TIME** if Releasing Party would like to cease his or her participation in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*.
10. Releasing Party fully acknowledges and understands that participation in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* will involve physical and strenuous activity and dangerous and changing circumstances and conditions. Releasing Party has taken it upon himself or herself to be fully informed of the numerous inherent risks and potential dangers associated with the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, including the **RISK OF BEING INVOLVED IN AN ACCIDENT AND SUFFERING SEVERE PERSONAL INJURY OR DEATH**. Releasing Party acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. Releasing Party acknowledges that his or her participation in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* is completely voluntary, and he or she believes that the potential benefits of participation outweigh the risks and danger associated with the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*. Releasing Party acknowledges that he or she has not been coerced or convinced by Releasees, HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* or anyone else to participate in HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*. Releasing Party acknowledges that he or she has been able to ask questions regarding the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, and that all question have been answered.

MEDIA RELEASE

11. Releasing Party acknowledges that his/her participation in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* may be recorded (whether by means of audiovisual and/or photographic means) (the "Materials"). Releasing Party also hereby **RELEASES, VAIVES, DISCHARGES, AND COVENANTS NOT TO SUE**. Releases from and against any and all Liability in any manner connected with the use and exercise of the rights granted and/or arising out of or related to the use or reuse of Releasing Party's appearance, name, voice, image, likeness and/or biographical information as they may appear in the Materials (including without limitation, claims based upon harm to reputation, disparagement, invasion of privacy and/or publicity) in connection with the Materials. Releasing Party hereby authorizes HBM Hauntington Beach Manor to use the Materials for any purpose whatsoever, including but not limited to in connection with the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, any other production, the advertising, promotion and/or merchandising of the same and further acknowledge that such recordings may be exploited in any and all media now known or hereafter devised, throughout the world, in perpetuity. Releasing Party understands that he or she shall not be entitled to any compensation in connections therewith.
12. Releasing Party understands that neither HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* nor any third party is obligated to use any portion of the Materials, or to produce or exploit the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*. If HBM Hauntington Beach Manor elects to use any Materials, Producer may change, edit, add to or subtract from the same as HBM Hauntington Beach Manor sees fit. Releasing Party hereby waives any right to inspect or approve any Materials or the use to which such Materials may be applied in and in connection with the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*.
13. HBM Hauntington Beach Manor may freely assign its rights and obligations herein and this release shall be binding upon Releasing Party and Releasing Party's successors, licensees, assigns, heirs, executors and administrators.
14. All of the above rights are granted without any restriction or reservation of any kind or nature whatsoever and without any right to enjoin or interfere with the production, distribution, or exploitation of the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*. In no event shall Releasing Party be entitled to seek to restrain the development, production, distribution, exhibition, marketing, advertising, or other exploitation of the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, or any other production, or otherwise seek or obtain injunctive or other equitable relief against HBM Hauntington Beach Manor, its licensees or assigns.

INDEMNITY AND HOLD HARMLESS

15. Releasing Party hereby agrees to DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees from any liability (including from court costs and attorney's fees) arising out of or related to this Agreement or Releasing Party's participation in any way in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* and/or Releasing party's presence in or upon the premises and facilities and locations where the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS* are or will be taking place. Releasing Party also hereby agrees to DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees from any liability (including from court costs and attorney's fees) caused by or arising out of any statement, action or failure to act by Releasing Party during or in connection with Releasing Party's participation in the HBM Hauntington Beach Manor *MIDNIGHT SHADOWS*, a breach of this Agreement, and/or arising out of Releasing Party's improper, tortious, and/or criminal conduct.

MISCELLANEOUS

16. Releasing Party agrees and understands that this Agreement shall be governed by and interpreted under the laws of California. This Agreement is intended to operate and be construed as broadly as allowed under California law, and any dispute regarding the enforceability of this Agreement shall be filed in the courts of the County of Los Angeles in the State of California and shall not be transferred to any other state or jurisdiction.
17. Releasing party agrees and understands that this Agreement is intended to be fully severable and that if any portion of this Agreement is found to be void or invalid, the remainder of the Agreement shall be enforced to the fullest extent of the law. That shall include modifying the Agreement to allow the remainder of claims to be waived, released and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy.
18. **I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT THIS IS AN IMPORTANT LEGAL DOCUMENT. I FURTHER UNDERSTAND THAT BY SIGING THE AGREEMNT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHTS OF MY FAMILY. I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**
19. I further agree that no oral representations, statements, or inducements, apart from the foregoing written Agreement have been made to me. I was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of my choice. I was also offered a copy of this Agreement.

AGREED TO AND ACCEPTED BY:

IF RELEASING PARTY IS A MINOR OR INCAPACITATED IN ANY RESPECT:

Releasing Party (print)

Name of Parent/Legal Guardian/Relation (print)

Signature of Releasing Party

Signature of Parent/Legal Guardian

Date: _____

Date: _____

Date of Birth

Telephone Number and Email Address
