

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury or other loss while participating in Dead Zone Zombie Tag, hereinafter the Activity, and as consideration for the right to participate in the Activity, I, _____, for myself, my heirs, executors, administrators, assigns, or personal representatives, hereinafter the Participant, hereby knowingly and voluntarily enter into this waiver and release of liability, and do hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge David Flower Productions, a Massachusetts corporation, with principal offices located at 9 Nelson Avenue, Provincetown, Massachusetts 02657, and its affiliates, shareholders, agents and representatives, staff and volunteers, predecessors, successors and assigns, and all Activity locations, hereinafter DFP, for any injury or loss, that I may suffer as a result of my participation in the Activity, and further shall indemnify and hold harmless DFP 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 any related costs.

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY AND I ASSUME ALL RISKS, BOTH KNOWN OR UNKNOWN, OF MY PARTICIPATION IN THIS ACTIVITY. I ACKNOWLEDGE THAT DFP MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT OR CONDITIONS OF THE ACTIVITY LOCATIONS, AND I UNDERSTAND THAT RISKS MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, OR THE CONDITIONS OF THE ACTIVITY LOCATIONS.

I acknowledge that I have read the RULES of the Activity, located on the Dead Zone Game Map, provided to me by DFP, and agree to abide by same.

In the event that I should require medical care or treatment, I agree to be responsible for any and all costs incurred.

In the event that any damage or injury occurs as a result of my willful actions, neglect or recklessness, I shall be responsible for any and all costs incurred.

To the extent that the law does not prohibit releases for negligence, this release is also for negligence on the part of DFP.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

I, the undersigned Participant, affirm that I am of the age of 18 years or older, and that I am freely signing this Waiver and Release. I certify that I have read this Waiver and Release, that I fully understand its contents and that this Waiver and Release cannot be modified orally. I am aware that this is a release of liability and a binding contract.

I WILL UNDER NO CIRCUMSTANCES RUN AT ANY TIME DURING THIS EVENT. I ALSO UNDERSTAND THAT IF I DO RUN MY GAME WILL BE FORFEITED IMMEDIATELY WITHOUT A REFUND. I WILL ALSO BE EJECTED FROM THE GAME.

Participant's Name _____

Participant's Address _____

Signature _____

Date _____

PARENT / GUARDIAN WAIVER FOR MINORS

I hereby certify that I am the parent or guardian of the Participant named above, and do hereby sign this Waiver and Release of Liability on behalf of this Participant.

Parent / Guardian Name _____

Relationship to Minor _____

Signature _____

Date _____