

Release, Waiver of Liability and Indemnity Agreement

In consideration of being permitted to attend and participate in the Shadow of the Run, Chapter 1: Wanderlust (hereinafter, the “Production”), the participant named below (“Participant”), for himself/herself, his/her personal representative, heirs, and next of kin agrees to and acknowledges each of the following:

I. Assumption of Risk. The Production utilizes unique, interactive and changing environments designed to maximize the experience of Participants, and such environments have certain inherent, known and unknown risks, including, but not limited to those caused by: uneven or slippery floors; obstructions on, in or along walkways; dimly lit stairs or pathways; physical or emotional acts by persons or crowds of people; inclement weather; darkness; insects, reptiles or animals; intense or bright lighting; loud sounds; travel and transport to different locations; traffic and/or other moving objects. Participant acknowledges and understands the general nature of the activities associated with the Production, and represents that he/she is qualified, in good health, and in proper physical condition to participate in such activities and he/she is not under the influence of drugs or alcohol. If Participant believes the Production contains conditions that are unsafe, Participant agrees to immediately discontinue participation in the Production. Participant further acknowledges that participation is voluntary and that there may be the risk of injury from the activities involved in the Production, including the potential for paralysis and death, and while rules and personal discipline may reduce the risk, the risk of serious injury cannot be eliminated. Participant affirms that he/she has adequate medical or health insurance to cover any medical assistance he/she may require and/or is personally responsible for all costs associated with medical treatment or other personal or property damage that he/she may incur. By participating in the Production, Participant understands, accepts, and assumes all risks and dangers inherent and relating to participation in the Production.

II. Release and Waiver of Liability. By entering the Production, Participant agrees that he/she has read this Release, Waiver of Liability and Indemnity Agreement (“Agreement”), and agrees to accept all risks, both specifically identified above and unknown, and hereby releases, waives, covenants not to sue and forever discharges Shadow of the Run, LLC, The City of Bedford, Cleveland Metroparks, the Bedford Historical Society, Secret Pond, LLC, and each of their owners, officers, directors, partners, trustees, board members, employees, producers, agents, representatives, affiliates, subsidiaries, sponsors, volunteers and lessors of premises used to conduct the Production (hereinafter “Released Parties”) with respect to any and all injury, disability, death, or loss or damage to person or property arising from the Production, whether arising from the negligence of the Released Parties or otherwise, to the fullest extent permitted by law.

III. Indemnity. By indicating acceptance below, you further agree to indemnify and defend the Released Parties from and against any and all liability arising from Participant’s participation in the Production, and agree that if, despite this Agreement, you, or anyone on your behalf, makes a claim against the Released Parties, you will, to the fullest extent permitted by applicable law, indemnify, save, and hold harmless each of such persons and/or entities from any claim, loss, liability, damage, or cost which may incur as a result of such claim, including attorneys’ fees incurred by any such persons or entities defending against such claims.

IV. Arbitration. This Agreement, as well as any dispute between the undersigned, any Participant and/or any of the Released Parties shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Any dispute, claim or cause of action arising out of this Agreement, including, but not limited to, any participation in the Production, shall be settled by mandatory, confidential, final, and binding arbitration. The arbitration shall be held in Cleveland, Ohio and administered by the American Arbitration Association in accordance with its then-existing commercial arbitration rules (except for any rules authorizing class arbitration). Neither the undersigned, any Participant nor any of the Released Parties shall be entitled to join or consolidate claims in arbitration by or against other individuals or entities, or arbitrate as a representative member of a putative class or in a private attorney general capacity. The arbitrator shall have the

power to award any remedies available under applicable law; provided, however, that the arbitrator shall have no authority to award punitive or other monetary damages not measured by the prevailing party's actual damages, except as may be required by statute. Any award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself.

VI. Children Under 13 Years of Age Prohibited. No person under the age of 13 will be allowed to attend the Production. Persons between the ages of 13 and 15 will only be allowed to attend the Production if accompanied by an adult(s), who is/are fully responsible for the conduct and the safety of the minor child, and who agrees to indemnify and hold harmless the Released Parties as set forth herein, from any cost or expense, including attorney's fees, resulting from any injury to any minor child they accompany into any part of the Production.

VII. Video Release. By indicating my acceptance below and/or participating in the Production, you hereby grant the Released Parties the irrevocable, non-exclusive, transferable, sublicensable and assignable right to depict, without any additional consideration, and in perpetuity, in any and all media now or hereafter known, your or your child's likeness, image, name, words, voice and/or biographical information (collectively, "Images") in photographic or other works for purposes of promoting, advertising, or marketing current or future events related to the Production, and you agree that such Images may be used by the Released Parties for all such purposes. In addition, in connection with the use of the Images, the undersigned hereby releases and waives any action or cause of action that you or your child may assert in connection with the use of the Images including, but not limited to, any claims for invasion of privacy, defamation, violation of any right of publicity or any other cause of action arising out of the production, reproduction, distribution, transmission, publication, public performance, broadcast, or exhibition of advertisements, promotions, content, programs and/or materials in which the Images appear.

YOU WILL NOT BE ALLOWED INTO THE PERFORMANCE UNLESS YOU UNDERSTAND AND AGREE TO ALL TERMS OF THIS AGREEMENT (WHICH IS ALSO AVAILABLE ON THE WEBSITE AND BOX OFFICE), AND BY PARTICIPATING IN THE PRODUCTION YOU AGREE THAT YOU WILL HAVE NO CLAIMS AGAINST THE RELEASED PARTIES IF YOU ARE INJURED. YOU FURTHER AGREE TO ACKNOWLEDGE AND COMPLY WITH THE VERBAL RULES DICTATED AT THE BEGINNING OF THE PERFORMANCE. NO REFUNDS WILL BE ALLOWED.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT NAME (PLEASE PRINT): _____

PARTICIPANT SIGNATURE: _____

DATE SIGNED: _____

FOR PARTICIPANTS AGED 13-17:

PARTICIPANT'S NAME (PLEASE PRINT): _____

PARTICIPANT'S AGE: _____

PARENT/LEGAL GUARDIAN SIGNATURE: _____

PARENT/LEGAL GUARDIAN NAME (PLEASE PRINT): _____