

Spirited Events by Jofa
Waiver of Liability Agreement and Rules of Event

Kauffman Business Resources, LLC d/b/a Spirited Events by Jofa, ("SEBJ") is offering to the general public (the "Public"), subject to the terms herein a unique, first hand opportunity to possibly experience and document their own paranormal experiences at various venues in Western New York ("Location"), during the 7-Day Haunted Western New York Tour event ("Event") held on Sunday, May 5, 2024 through Saturday, May 11, 2024 or on any rescheduled date.

REQUIREMENTS: All participants must be 18 years of age or older (unless prior approval has been granted), sign and date this Waiver of Liability Agreement, agree to abide by the Rules of the Event and pay a participant fee.

SEBJ will limit the number of Public for this Event to 20.

WHEN AND WHERE: We recommend arriving no later than 1:30pm on Sunday, May 5, 2024 at the Buffalo Niagara International Airport, 4200 Genesee St., Buffalo, NY 14225 for the Event. The Event shall conclude on or about 12:00pm on Sunday, May 11, 2024. IF YOU WOULD LIKE TO LEAVE EARLIER THAN YOUR SCHEDULED ENDING TIME, YOU MAY DO SO BUT SEBJ MUST BE ADVISED BEFORE YOU LEAVE.

EVENT VENUES: The Event will take place at the following venues.

Hotels:

Hyatt Regency Buffalo / Hotel and Conference Center, 2 Fountain Plz, Buffalo, NY 14202
Red Coach Inn, 2 Buffalo Ave., Niagara Falls, NY 14303
Hampton Inn Lockport – Buffalo, 6082 S. Transit Rd., Lockport, NY 14094
Best Western Palmyra Inn & Suites, 955 Canandaigua Rd., Palmyra, NY 14522

Venues:

Dunkirk Lighthouse & Veterans Park Museum, 1 Point Dr. N, Dunkirk, NY 14048
Iron Island Museum, 998 E Lovejoy St., Buffalo, NY 14206
Niagara Falls, New York
Red Coach Inn, 2 Buffalo Ave., Niagara Falls, NY 14303
The Winery at Marjim Manor, 7171 Lake Rd., Appleton, NY 14008
Erie Manor, 39 W. Genesee St, #1144, Clyde, NY 14433
Historic Palmyra Museums, 132 Market St., Palmyra, NY 14522

EVENT RULES: Please remember to be considerate of others and keep the noise down. Watch where you are walking to make certain you are not walking into an area where someone is taking pictures or filming. Also, you MUST observe ANY warning signs and areas which are restricted or closed. The use and abuse of recreational, mind altering substances under these conditions can be dangerous, and is forbidden during the Event. Anyone caught using recreational drugs or excessive alcohol during the Event will be immediately asked to leave the Location with no refund and charges may be pressed. Use of drugs at a National Historic Site is a violation of Federal law and will be prosecuted. If you are found to be under the influence of alcohol and/or recreational drugs, your event fee will not be refunded.

VIDEO AND PHOTOGRAPHY: Spirited Events by Jofa (SEBJ) reserves the right to use any photograph and/or video taken at any event sponsored by SEBJ, without the expressed written permission of those included within the photograph and/or video. SEBJ may use the photograph and/or video in publications or other media material produced, used or contracted by SEBJ including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, social media, etc.

To ensure the privacy of individuals and children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent or legal guardian.

A person attending a SEBJ event who does not wish to have their image recorded for distribution should make their wishes known to the photographer, and/or the event organizers, and/or contact SEBJ at Jofa@spiritedeventsbyjofa.com, in writing of his/her intentions and include a photograph. SEBJ will use the photo for identification purposes and will hold it in confidence.

By participating in a SEBJ event or by failing to notify SEBJ, in writing, your desire to not have your photograph used by SEBJ, you are agreeing to release, defend, hold harmless and indemnify SEBJ from any and all claims involving the use of your picture or likeness. No

compensation will be paid to any person attending the event if their image is recorded/photographed and used in or contracted by SEBJ including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, social media, etc.

Any person or organization not affiliated with SEBJ may not use, copy, alter or modify SEBJ photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorized designee from SEBJ.

DEFAULTS: If a participant fails to abide by the obligations of this agreement, SEBJ shall have the option to immediately cancel this agreement, provided verbal notice is given to said participant. Reasons for cancellation and removal from the premises include: The use or suspected abuse of drugs or excessive alcohol, smoking inside a building in non-designated areas, involvement in any inappropriate behavior to include but not limited to; theft, vandalism, or creating a situation which may put themselves or others at risk of injury. Theft and vandalism are offenses, which will be prosecuted to the fullest extent of the law. We ask that everyone be quiet during the Event, no harassment of any kind will be tolerated at any point, doing so will be cause to escort said person or persons from any premises and they will not be allowed to return.

WARRANTIES: SEBJ, its members, event subcontractors and event location owners make no warranties in respect to the paranormal activity that takes place upon the properties where the event occurs. In no way will SEBJ, its members or event subcontractors and event location owners be liable for direct, indirect, incidental, or consequential damages that are in any way related to an individual's participation in the Event.

CONDITIONS: As a condition of attendance, the participant in the Event shall assume the risk of injuries to their person; physical, emotional, psychological, or injuries to their property and the person and/or property of others arising out of his or her use of the premises and does hereby release and hold harmless SEBJ, its members, event subcontractors and event location owners, its trustees, employees, agents, and successors from and against any claim, demand or liability arising out of such injury and will protect and indemnify SEBJ, its members, event subcontractors and event location owners and those persons released with respect to any claim, demand or liability arising out of such injury. Participants shall be liable for any damages done to SEBJ equipment, SEBJ's members' equipment and/or event subcontractors and event location owners' equipment or property by themselves through negligence or intent.

SPECIFIC AREA CONDITIONS: It is the responsibility of the participant to obey any and all instructions from venue representatives and SEBJ members, written and oral, denoting restricted areas. Further, participants are not to enter any areas where power equipment is maintained or stored nor are they to enter areas where signs note no public access unless otherwise allowed by SEBJ.

The participant is not to use, attempt to use or make operational any tool, power or otherwise that they may encounter in any building. Any deviation from this policy is the sole responsibility of the participant. SEBJ, its members, employees, agents and successors, and the event subcontractors and event location owners are released from any liability due to failure to comply with this safety policy.

The signatory below (the participant) hereby releases SEBJ, its members, event subcontractors and event location owners, and each of their employees, agents and successors from any liability with regard to an Event taking place at the Location, along with the associated grounds of the estate and the outbuildings, and do hereby give up all rights or recourse to legal action of any kind with regard to any injury (mental or physical) sustained on said premises through any fault whether that of the above mentioned individuals or entities, its agents, members, employees, or the like, or through fault of self or other. Further, any action brought hereunder or by the undersigned for matters which are specifically waived herein shall be filed in the Court of Common Pleas of York County, Pennsylvania, which court shall have exclusive jurisdiction, and SEBJ shall be entitled to reasonable fees and costs for any successful defense for which this Agreement is a basis.

Your signature below constitutes agreement to this document and is considered a legal and binding hold harmless contract:

Waiver of Liability Agreement and Rules of Event

NAME: _____ PHONE: _____

ADDRESS: _____

EMAIL: _____

YEAR OF BIRTH: _____


_____/_____/_____
SIGNATURE:

_____/_____/_____
SIGNATURE OF GUARDIAN (If Participant is under the age of 18 and has been pre-approved by SEBJ for attendance)

Would you like to sign up to receive our eNewsletter? No Yes I already receive it

Would you like a copy of this Waiver of Liability Form emailed to you? No Yes

Do you give permission to SEBJ to use any photograph and/or video of you taken during any event? No Yes

SEBJ Witness Signature: 

Print Name: Jofa M. Kauffman on behalf of Spirited Events by Jofa