

HAUNTS OF LITTLETON 2021

Assumptions of Risks and Releases and Waivers of Liability/Lawsuit

GENERAL ASSUMPTION OF RISKS: The producer and operator of Haunts of Littleton, Friends of 444 Foundation, a Colorado nonprofit corporation (“Foundation”) warns you that there are risks inherent to your participation in Haunts of Littleton, a Fall nighttime outdoor walking tour in downtown Littleton, Colorado, which crosses active public roads and is exposed to the elements.

I have read and I understand the above general warning concerning risks of participating in Haunts of Littleton. I acknowledge and voluntarily choose to assume all risks and dangers associated with participation in Haunts of Littleton for myself and/or my children in order to participate in Haunts of Littleton. Considering the foregoing, however, I (below-named Parent/Legal Guardian) grant permission for my below-named child(ren) to attend and participate in Haunts of Littleton, notwithstanding its inherent risks.

Furthermore, I acknowledge and agree as follows: (1) Foundation reserves the right to refuse or revoke admission to anyone; (2) My admission ticket is a revocable license and may be taken away from me, and admission refused/revoked, at any time; (3) I will not enter if I suffer from asthma, heart condition, am prone to seizures, have physical ailments, have respiratory or any other type of medical problem, or suffer any form of mental disease; (4) I will not enter if I am under the influence of alcohol, marijuana, or illegal drugs of any type; and (5) I will not touch any of the Storytellers or Haunts of Littleton staff, customers, or props during the walking tour.

ASSUMPTION OF RISKS RELATING TO COVID-19: Foundation cannot prevent you or your children from becoming exposed to, contracting, or spreading COVID-19 (as defined by the World Health Organization) and any strain, variant, or mutation thereof, and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, “COVID-19”), and any other communicable or infectious disease which may exist in any public place, while participating in Haunts of Littleton, even though Foundation intends to require participants and staff to maintain physical distancing or wear a face mask when that is not feasible. It is not possible to prevent against the presence of such diseases. Therefore, if you choose to participate in Haunts of Littleton, you may be exposing yourself and your children to, and increasing your risk of contracting or spreading, COVID-19.

I have read and understand the above warning concerning COVID-19. I acknowledge the contagious nature of COVID-19, and I hereby voluntarily choose to accept the risk of contracting COVID-19 for myself and/or my children in order to participate in Haunts of Littleton. Participating in Haunts of Littleton is of such value to me and/or to my children that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in Haunts of Littleton in person. Considering the foregoing, however, I (below-named Parent/Legal Guardian) grant permission for my below-named child(ren) to attend and participate in Haunts of Littleton, notwithstanding the risks associated with COVID-19 and group activities.

Furthermore, I acknowledge and agree as follows: (1) I will not participate in Haunts of Littleton if I am sick or have recently had any fever or flu like symptom; (2) I will maintain a minimum of six feet distance from all other participants and staff whom I did not come to the event with; (3) I will have my temperature checked if requested by staff; and (4) I will wash or disinfect my hands before or during the event if requested by staff.

GENERAL/COVID-19-RELATED RELEASES AND WAIVERS OF LIABILITY/LAWSUIT:

On behalf of myself, my below-named child(ren), my spouse, and our successors, assigns, heirs, personal representatives, insurers, and creditors, I hereby forever release Foundation and its directors, officers, members, employees, volunteers, agents, attorneys, other representatives, and affiliates (together, “Foundation Parties”) from liability for, and I waive my right to bring lawsuits against Foundation Parties in connection with, (1) the inherent risk and dangers of or related to participating in Haunts of Littleton and (2) exposure, infection, and/or spread of COVID-19 related to participating in Haunts of Littleton. I understand that these releases and waivers mean I give up my rights to bring any and all claims including for personal injuries, temporary or permanent disability, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and I give up any and all claims I may have to seek damages and costs, whether known or unknown, foreseen or unforeseen, direct or indirect. These assumptions of risks and releases and waivers of liability/lawsuit set forth above are intended to be as broad and inclusive as is permitted by law. If any provision or part hereof is held to be invalid, void, or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from the terms and conditions without affecting the binding force or effect of any other part or provision hereof. I understand and agree that the laws of the State of Colorado shall apply to these Assumptions of Risks and Releases and Waivers of

Liability/Lawsuit, which are contractual in nature. I represent and warrant that all individuals for whom I have purchased an admission ticket or who use an admission ticket purchased by me have each independently and carefully reviewed these Assumptions of Risks and Releases and Waivers of Liability/Lawsuit and have knowingly and independently acknowledged and agreed to all the provisions thereof.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE FOREGOING PROVISIONS OF THESE ASSUMPTIONS OF RISKS AND RELEASES AND WAIVERS OF LIABILITY/LAWSUIT, AND I FREELY AND KNOWINGLY ASSUME THE RISKS AND WAIVE MY RIGHTS CONCERNING LIABILITY AND LAWSUITS AS DESCRIBED ABOVE.

Reservation Name: _____ Tour Date & Time: _____

Participant # 1:

Signature: _____ Date: _____
Name (printed): _____ Age: _____
Email: _____ Cell #: _____

Participant # 2:

Signature: _____ Date: _____
Name (printed): _____ Age: _____
Email: _____ Cell #: _____

Participant # 3:

Signature: _____ Date: _____
Name (printed): _____ Age: _____
Email: _____ Cell #: _____

Participant # 4:

Signature: _____ Date: _____
Name (printed): _____ Age: _____
Email: _____ Cell #: _____

Parent/Legal Guardian of Minor(s) Listed Above:

I am the parent or legal guardian of the above-named minor(s). I have the legal right to consent to, and, by signing below, I hereby do consent to, the foregoing terms and conditions of these Assumptions of Risks and Releases and Waivers of Liability/Lawsuit with respect to, and on behalf of, such individual(s).

Signature: _____ Date: _____
Name (printed): _____ Age: _____
Email: _____ Cell #: _____