

Hurricon, Inc.  
Release of Liability and Indemnity Agreement

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in any and all activities (the "Activities") associated with the The West Virginia Renaissance Festival, and Hurricon, (collectively, "Hurricon"), and to the fullest extent permitted by law, the undersigned, on behalf of the participant named below and on behalf of his/her family, heirs, administrators, executors and assigns (collectively "Participant"), hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AUTHORIZATION AGREEMENT (this "Agreement") as of the date set forth below.

1. ACKNOWLEDGEMENT OF RISKS: The undersigned recognizes and understands that there are risks associated with their participation in the Activities including, but not limited to, bodily injury or death to persons and theft. The undersigned also recognizes that there are inherent risks associated with attending the event and/or participating in the Activities such as uneven ground, weather conditions, crowds, animals, props, costuming, reenactments, demonstrations, food service, and interaction with performers and other guests. The undersigned acknowledges on behalf of Participant that Participant is voluntarily participating in the Activities and that Participant is participating with full knowledge of the inherent risk, hazards, and dangers involved. As such, the undersigned, on behalf of the Participant, hereby assumes and accepts any and all risks, both known and unknown, associated with entering in and participating in the Activities. The undersigned further acknowledges and understands that they and/or Participant will be held liable and responsible for any and all damage to persons, animals, vehicles, property and/or improvements to property that is caused by them and/or any persons (including, but not limited to minors) under their care and control, and that arise out of, or are related to, the Participant's entry into and participation in the Activities.
2. APPLICABILITY AND SCOPE OF RELEASE AND INDEMNITIES: For purposes of this Agreement, "Claims" shall mean any past, present, and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). For purposes of this Agreement, the term "Released Parties") shall mean Hurricon Inc., their respective present and former officers, directors, members, managers, council members, commissioners, subsidiaries, affiliates, employees, staff, volunteers, agents, insurers, and any other person, firm, corporation or entity bound to defend or pay judgments against them. The releases, waivers, and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived, or indemnified against arise, or are alleged to arise, from (i) NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY OF THE RELEASED PARTIES; (ii) personal injury, death or property damage; (iii) acts of any other persons or guests; (iv) theft, burglary, assault, or other crimes; (v) fire, water, wind, rain, and/or smoke and/or (vi) any other risks and hazards associated with the Participant's entry into and participation in the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with live and prop weapons, both on and off the premises, regardless of whether they are used in connection with the Activities, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.
3. RELEASE FROM LIABILITY: THE UNDERSIGNED, ON BEHALF OF PARTICIPANT, HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES, AND WAIVES ANY AND ALL CLAIMS AGAINST ANY OF THE RELEASED PARTIES THAT ARISE FROM OR RELATE TO THE PARTICIPANT'S ENTRY AND PARTICIPATION IN THE ACTIVITIES-INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY OF THE RELEASED PARTIES AND AGREES NOT TO SUE ANY OF THE RELEASED PARTIES FOR SUCH CLAIMS. WITHOUT LIMITING THE FOREGOING, THE UNDERSIGNED, ON BEHALF OF PARTICIPANT, AGREES THAT THE RELEASED PARTIES SHALL NOT BE LIABLE TO THEM, THEIR FAMILY, AGENTS, EMPLOYEES, GUESTS, HEIRS OR ASSIGNEES FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ANY OTHER CLAIMS ARISING FROM OR RELATED TO THE PARTICIPANT'S ENTRY INTO AND PARTICIPATION IN THE ACTIVITIES.
4. AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS: THE UNDERSIGNED, ON BEHALF OF PARTICIPANT, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THE PARTICIPANT'S ENTRY AND PARTICIPATION IN THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2, SPECIFICALLY INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY OF THE RELEASED

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PARTIES. IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ANY CLAIMS FOR INJURIES TO ANY MINORS UNDER THEIR CARE AND CONTROL AND/OR HIS OR HER PARENT/GUARDIAN, AND FOR ANY CLAIM ASSERTED BY, THROUGH OR UNDER THE PARTICIPANT, ARISING FROM OR RELATED TO THE PARTICIPANT'S ENTRY INTO AND/OR PARTICIPATION IN THE ACTIVITIES INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2. As used herein, "INDEMNIFY" means the Participant agrees to assume the Released Parties' liability and defense of any CLAIM, thereby relieving Released Parties of responsibility, and/or reimbursing the Released Party for defense of Claims asserted against them. Released Party/ies shall control the Defense of any Claim/s and has the exclusive authority to accept, reject, or counter any offer of settlement regarding claims asserted against them.

5. PHOTOGRAPHY/INTERVIEW RELEASE AND INDEMNITY AGREEMENT: The undersigned, on behalf of Participant, GRANTS PERMISSION to be PHOTOGRAPHED, VIDEOED, or INTERVIEWED in connection with the Activities. The undersigned, on behalf of Participant, understands that any such photograph, video, sounds, or interview, or any derivative work stemming therefrom, regardless of the media in which such information is captured or conveyed (the "Content") may be used by Hurricon Inc. for any use, worldwide and hereby grants ownership of and an irrevocable, permanent, transferrable, license to, Hurricon, Inc., for the commercial and non-commercial use of all Content. The undersigned, on behalf of Participant, agrees to RELEASE and INDEMNIFY the Released Parties with respect to any Claims related to the usage of the Content by the Released Parties or their designees INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2.
6. ARBITRATION AGREEMENT: All Claims and Disputes arising under or relating to this Agreement arising from or related to the participant's entry and participation in the Activities INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2 are to be settled by binding arbitration in Kanawha County, West Virginia or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. There shall be one arbitrator who shall issue a determination only and shall not provide a "reasoned award." The decision of the Arbitrator is binding on the Participant and the Released Parties and is not appealable. Any such arbitration shall be conducted by an arbitrator who is an attorney admitted to practice law in West Virginia. There shall be no written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity, participating in the arbitration. An award of arbitration may be confirmed in a court of Kanawha County, West Virginia.
7. WAIVER OF JURY TRIAL: It is the Released Party's and the Participant's desire that all disputes and Claims be resolved by Arbitration as set out above. In the unlikely event that there are any proceedings between the Participant and the Released Parties in court, each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising from or related to the participant's entry and participation in the Activities INCLUDING, BUT NOT LIMITED TO, THE TYPES OF CLAIMS ENUMERATED IN PARAGRAPH 2 from or related to this Agreement or the transactions contemplated hereby.
8. WEAPONS & PROP POLICY: For the safety of all guests and participants: Live steel weapons, sharpened blades, firearms, functional bows, crossbows, or modern weapons are strictly prohibited. Costume weapons and props must be peace-bonded, non-functional, and made of approved materials (foam, rubber, wood, resin, or dulled metal). Projectile weapons may not be drawn, fired, or used in any manner. Event staff/volunteers/organizers reserve the right to inspect any weapon or prop and deny entry or require removal of any item deemed unsafe. Failure to comply may result in removal from the event without refund.
9. COMPLETE AND FINAL RELEASE AND INDEMNITY AGREEMENT: As further inducement to, and condition of the Released Parties to permit the Participants' entry into and participation in the Activities, the undersigned represents that they thoroughly and completely understand that this is a COMPLETE AND FINAL RELEASE AND INDEMNITY AGREEMENT, that they are freely and voluntarily entering into this Agreement, and that no representations, promises, or statements made by the Released Parties, or any agent, attorney, or other representative of any of the Released Parties has influenced the undersigned in causing them to sign this agreement. The undersigned, on behalf of Participant, understands and agrees that this Agreement shall be binding on their heirs, executors, successors and assigns; that this Agreement will be governed by the laws of West Virginia; and that jurisdiction and that any attempt to litigate any Claim (such litigation being subject to the agreement to arbitrate set out above) shall lie exclusively in the Circuit Court of Kanawha County, West Virginia. The Participant agrees that a court exercising personal jurisdiction over the Participant, including enforcement of the arbitration agreement set out herein,

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would not violate conventional standards of fair play and substantial justice. If any part of this Agreement is determined to be invalid or unenforceable, such invalid or unenforceable provision shall not affect the validity or enforceability of the remainder of this Agreement. The undersigned agrees to the terms and conditions above and acknowledges receipt of this Agreement.

10. AGE REQUIREMENT AND ELECTRONIC EXECUTION:

The Participant represents and warrants that he/she is at least eighteen (18) years of age, or, if the Participant is under eighteen (18) years of age, that a parent or legal guardian has agreed to this Agreement on the Participant's behalf.

If the Participant is a minor, the parent or legal guardian, by agreeing to this Agreement, represents and warrants that he/she is the lawful parent or legal guardian of the Participant and has full authority to enter into this Agreement on behalf of the Participant. The term "Participant" as used in this Agreement shall include such parent or legal guardian.

By purchasing a ticket, completing registration, and/or checking any agreement box associated with this Agreement, the Participant and/or Parent/Legal Guardian acknowledges that they have read, understand, and agree to all terms of this Release of Liability and Indemnity Agreement.

The Participant and/or Parent/Legal Guardian further acknowledges and agrees that:

- This Agreement is entered into electronically
- Checking the agreement box and completing a ticket purchase constitutes a legally binding electronic signature
- This electronic acceptance has the same force and effect as a handwritten signature
- This Agreement is binding upon the Participant and/or Parent/Legal Guardian, as well as their heirs, executors, administrators, and assigns.

This Agreement is deemed executed at the time of ticket purchase or registration and is associated with the transaction record maintained by Hurricon, Inc.