

Kegs ‘n’ Eggs

THIS IS A RELEASE OF LIABILITY

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS ALLOWED TO TAKE PART IN THIS ACTIVITY.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT In consideration of participating in this activity, and for other good and valuable consideration, I hereby agree to release and discharge from any and all liability Mid America Festivals Corp d/b/a Trail Of Terror and companies with substantially the same ownership and or management team and their owners, directors, officers employees, agents, volunteers, guests, participants, and all other persons or entities acting for them (hereinafter collectively referred to as “Released Parties”), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate for any damages, including but not limited to, injury, loss of life, damage to property, and/or loss of property, resulting from my participation or observation of this Activity absent a finding that a Released Party knowingly and intentionally sought to cause harm. I also agree as follows:

1. I acknowledge that this Activity involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to: bruises; injuries caused by falls or collisions with objects, other participants, or uneven surfaces; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated.
2. I expressly accept and assume all of the risks inherent in this Activity or that might have been caused by the negligence of the Released Parties. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that Activity conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Released Parties from any and all claims, demands, or causes of action which are in any way connected with my participation in this Activity, or my use of the equipment or facilities, whether or not the claims arise from negligence. This release does not apply to claims arising from intentional conduct. Should Released Parties, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this Activity, and agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity and I am hereby willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the State where the venue for the Activity is located, and agree that the substantive law of that State shall apply. I further agree that the non-prevailing party in any lawsuit will pay all court costs and expenses incurred by the prevailing party including, but not limited to, reasonable attorney fees.
6. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I agree that this is the entire Agreement between the parties and I am not and will not rely on any other written or oral representations.

8. By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this Activity is not made available to me at this venue if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

PARENT OR LEGAL GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18) In consideration of being permitted to participate in this Activity, I further agree to indemnify and hold harmless Released Parties from any and all claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

WAIVER AND ASSUMPTION OF RISK: COVID-19

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Center for Disease Control and Prevention (“CDC”), senior citizens and people with underlying health and medical conditions are especially vulnerable.

Our top priority is the health and safety of our participants and patrons. The St. Louis Renaissance Festival (“Festival”) has taken enhanced health and safety measures for your protection as well as the protection of others. It is very important that you always adhere to all of the guidelines and protocols in place.

FESTIVAL DOES NOT REPRESENT THAT THE MEASURES TAKEN ARE ADEQUATE OR SUFFICIENT AND YOUR ATTENDANCE IS AT YOUR OWN RISK AND YOU, ON BEHALF OF YOURSELF AND OTHERS IN YOUR GROUP, SHALL INDEMNIFY AND HOLD FESTIVAL (AND / OR ALL INDIVIDUALS ACTING ON BEHALF OF FESTIVAL), UNIFIED GOVERNMENT, AND THIRD-PARTY VENDERS AND PARTICIPANTS HARMLESS FROM AND AGAINST ANY CLAIM OR OTHER ACTION.

This Waiver and Assumption of Risk Agreement is applicable for COVID-19 and any subsequent health concern stemming from COVID – 19 that may become an issue in the future.

YOU MUST AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ORDER TO ATTEND THE FESTIVAL OR ANY FESTIVAL PRODUCED EVENT. ANYONE ATTENDING UNDER YOUR DIRECTION AND / OR BY YOUR INVITATION AND / OR WHOSE TICKET YOU ARE PROCURING MUST ALSO SIGN A COPY OF THIS AGREEMENT PRIOR TO THEIR ADMITTANCE TO THE EVENT WITH THE SIGNED AGREEMENT EITHER EXECUTED ONLINE OR GIVEN TO THE FESTIVAL UPON ARRIVAL.

_____ I accept Mid America Festivals Corp, d/b/a St. Louis Renaissance Festival Release of Liability Waiver

Signature of Participant (if applicable of parent or legal guardian):

Name: _____ Phone: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

Signature: _____ Date: _____