



## TRAIN OF TERROR RELEASE

1. The risk of injury and/or death from the activities involved at Aspen Crossing Train of Terror includes, but is not limited to the following: sprains, strains, fractures, cuts, bruises; accidents involving but not limited to; running, falling, jumping, tripping, coming in contact with; scenery, other patrons, actors, etc...
2. I understand that I may be; separated from my group, grabbed touched, sprayed, or have things come in contact with me and that may transfer onto myself or clothing that may cause staining or damage to my clothes or self.
3. I understand that I may not touch in any way actors or staff. I understand in doing so even by accident, I can be charged with assault or other legal charges. Any handling of props or effects can result in property destruction charges. I am fully responsible for myself, actions and decisions while participating in the Event.
4. If at anytime I become intoxicated or under the influence of any substance and am deemed a danger to myself or others around me I will be removed from the event and will not receive a refund.
5. I understand that there are requirements to participate in the event which include; No physical limitations that would impede me from bending, crawling, or climbing, no high heels, flat footwear only. I attest and verify that, unless otherwise indicated below, I am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I have no condition that will cause a severe reaction to strobe lights, loud noises, sudden movement, or the viewing of haunters and haunted scenes. My participation in activities and events organized or sponsored by Aspen Crossing Train Of Terror is entirely voluntary. If I have a heart condition, pregnant, subject to seizures or have health concerns I have gotten an okay from my doctor to participate in this event.
6. I will follow any and all directions from Aspen Crossing Train of Terror staff, including actors, station staff, security, engineers or conductors, etc... All and any requests must be complied with immediately and with out question. Failure to do so can cause expulsion from the event without a refund..
7. AFTER THE OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation in the Event.
8. I voluntarily agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I am responsible for and will remove myself from participation and bring such hazard to the attention of the nearest official.
9. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE the Aspen Crossing Train of Terror, and their officers, directors, representatives, officials, principals, agents



and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the Aspen Crossing Train of Terror.

10. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.
11. The Releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the event due to weather conditions, Acts of God or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. No refunds or rain checks will be granted.
12. I irrevocably grant unlimited permission to Releasees, to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that such permission shall include granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind to me.
13. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.  
I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK 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.

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION (required)**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_