

LIABILITY WAIVER AND RELEASE OF CLAIMS

Postar Residence Halloween Party & Haunted House

Event Location: 7107 109th St, Lubbock, TX 79424

Event Date(s): October 24, 2025

1. Acknowledgment of Risk

I, the undersigned participant (or parent/guardian if under 18), acknowledge that attending a private Halloween party and/or haunted house involves **inherent risks**, including but not limited to: tripping, slipping, falling, bumping into props or other participants, exposure to loud sounds, flashing or strobe lights, confined spaces, darkness, fog, artificial smoke, and other sensory effects that may startle or disorient. These risks may cause personal injury, illness, property damage, emotional distress, or death.

2. Hazard Disclosure

The participant understands and accepts that the haunted house and party area may contain the following specific **hazards and conditions**:

- **Decorative and structural hazards:** low lighting, extension cords, fog machines, uneven flooring, steps or ramps, narrow passageways, hanging decorations, and simulated cobwebs or drapes.
- **Auditory and visual effects:** loud or sudden sounds, flashing lights, lasers, strobe lighting, and horror-themed imagery that may cause fear or distress.
- **Environmental factors:** outdoor or indoor surfaces that may be wet, slick, or uneven due to weather, beverages, or décor materials.
- **Prop and actor interaction:** actors may startle guests through non-contact scares; no intentional touching will occur. Props may be close to pathways and should not be handled by guests.
- **Health considerations:** fog machines, scent diffusers, or latex decorations may trigger allergies or asthma; flashing lights may trigger photosensitive reactions or seizures.

By signing below, I confirm I have read and understood these hazards, and I voluntarily choose to participate despite them.

3. Voluntary Participation

I voluntarily choose to participate in this event at my own risk. I certify that I am in good health and free from conditions that would make participation dangerous to myself or others.

4. Release and Waiver of Liability

In consideration for being permitted to participate, I hereby **release, waive, discharge, and covenant not to sue** the homeowner(s), event organizers, volunteers, family members, guests, and any affiliated persons/corporations ("Released Parties") from any and all liability, claims, demands, or causes of action that may arise from my participation, including those caused by **ordinary negligence** of the Released Parties.

5. Assumption of Risk

I fully understand the risks described and **assume all risk** of injury, loss, or damage arising out of my participation, including fright-related or reactionary injuries.

6. Indemnification

I agree to **indemnify and hold harmless** the Released Parties from any loss, liability, damage, or costs (including reasonable attorney's fees) arising from my participation or the participation of my minor child.

7. Photo/Video Release (Optional)

I grant permission for photos and videos taken at the event to be used for personal or promotional purposes by the homeowner or host.

Yes No

8. Texas Law and Venue

This release shall be governed by and construed under the **laws of the State of Texas**. Any dispute shall be brought in a court of competent jurisdiction in the county where the event residence is located.

9. Severability

If any portion of this waiver is held invalid, the remaining provisions shall remain in full force and effect.

Participant Name: _____

Signature: _____

Date: _____

If under 18:

Participant Name: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____