

Welcome to **TERROR BEHIND THE WALLS**

Eastern State Penitentiary is a ruin. It was abandoned in 1971. While historic ruins and haunted attractions are fun, they can pose dangers to visitors. The City of Philadelphia therefore requires visitors, staff and volunteers to sign this release.

Your support is essential to save this National Historic Landmark. *Thank you!*

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

The City of Philadelphia (the "City") is the owner of the Eastern State Penitentiary Historic Site located on the north side of Fairmount Avenue between Corinthian Avenue and 22nd Street in Philadelphia, Pennsylvania (the "Property"). Eastern State Penitentiary Historic Site, Inc. ("ESPHS") is a Pennsylvania nonprofit corporation that conducts Terror Behind The Walls ("Event"). The Event employs strobe lighting, fog machines, startling noises and props, and other special effects designed to startle and disorient visitors.

In consideration for being permitted to enter the Property and to attend or participate in all aspects of the Event, and intending to be legally bound by this Release under the laws of the Commonwealth of Pennsylvania, I agree as follows:

- 1. Notice of Condition.** I have been informed that: (A) the Property and all personal property used in or about the Property may be in an unsafe or hazardous condition; (B) the City and ESPHS make no representation as to the condition of the Property and related personal property and assume no responsibility therefor; and (C) attendance at or participation in the Event may cause personal injury (including death, bodily harm, and property loss).
- 2. Assumption of Risk.** I voluntarily and knowingly assume all risk of loss, damage, and injury (including death) that may be sustained by me and any person claiming under or through me that may result in connection with: (A) the Property or related personal property; or (B) my attendance at or participation in the Event, whether occurring before, during, or after entrance to the Event.
- 3. Release and Indemnification.** The term "City Indemnified Party" shall include the City and its officials, officers, boards, commissions, employees, agents, representatives, successors and assigns. The term "ESPHS Indemnified Party" shall include ESPHS and members of its board of directors, officers, employees, agents, representatives, members, contractors, subcontractors, subtenants, licensees, invitees, attorneys, sponsors, advertisers, volunteers, and their respective heirs, executors, administrators, personal representatives, successors and assigns. For myself and for my heirs, executors, administrators personal representatives and assigns, and any person claiming under or through any of the foregoing persons, I remise, quit claim, waive, release, and forever discharge every City Indemnified Party (acting officially or otherwise) and every ESPHS Indemnified Party, (acting officially or otherwise) from and against any claims, suits, causes of action, losses, costs, expenses, damages or liabilities, including reasonable attorneys' and experts' fees and litigation costs, whether direct or indirect, known or unknown, foreseen or unforeseen, in contract, tort, equity, or under statute, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property (real or personal, and regardless of ownership) (collectively, "Claims"), which occur or arise, in whole or in part, as a result of or in connection with any of the following: (a) any act or omission of any City Indemnified Party or any ESPHS Indemnified Party; (b) the use, non-use, possession, operation, occupancy, maintenance or management of the Property (or any parts thereof); (c) the condition of the Property or any part(s) thereof; (d) any accident, injury, or damage to any person or property occurring in, on, or about the Property or any parts thereof or any appearances thereto (including without limitation any street, avenue, alley, sidewalk, curb, passageway or entrance that is either on the Property or adjacent thereto; and (e) any activities in connection with my attendance at or participation in the Event even if any such Claim is caused in whole or in part, by a City Indemnified Party or an ESPHS Indemnified Party. I further agree to indemnify, defend and hold harmless a City Indemnified Party and an ESPHS Indemnified Party from and against any Claims by third parties arising out of my presence on the Property or my attendance at or participation in the Event.
- 4. Representations.** I represent that I am at least 18 years of age and legally competent to enter into this Release. To the best of my knowledge, there is no health-related impediment to my presence on the Property or my attendance at or participation in the Event.
- 5. Photographs and Other Media.** I authorize the City and ESPHS and their respective successors and assigns, to photograph, audiotape, videotape, or otherwise record me as an attendant at or participant in the Event and grant the right to the City and ESPHS and their respective successors and assigns, to use such photographs, audiotapes, films, tapes, or other recordings, including reproductions thereof or likenesses based thereon, with or without my name or with a fictitious name, in any legal manner, in all means or media now known or later invented, and the right to copyright same. I waive all right of inspection and approval and release each City Indemnified Party and each ESPHS Indemnified Party from all liability arising out of the exercise of these rights.
- 6. Admission Ticket.** Any violation of law or any other inappropriate behavior by me while on the Property or during the Event may result in revocation of my ticket to enter the Property and attend the Event, and I may be removed from the Property. In such case, I am not entitled to a refund of the purchase price or any associated charges.

I understand the terms of this Release and I have willingly signed it as my own free act and intend to be legally bound.

Name: (please print) _____

Signature: _____ Date of Signature: _____

For Children Under Age 18: I am the parent or legal guardian of a minor child. My child is at least seven years of age. I intend to be legally bound by the foregoing agreements with respect to any of my minor children who enter the Property and attend or participate in the Event.

Name of Child: _____ Name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____ Date of Signature: _____