

THE DEATH TRAIL VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY



This legal document affects your rights! Do not sign this until you review this carefully!

Thank you from The Death Trail for helping with the construction of or staffing of our Haunted Attraction , located at 16120 Dumfries Road, Dumfries, VA 22025.

Caution: Helping with construction of the Haunted Attraction will place you in a construction site which can be dangerous. You must not use power equipment unless you are experienced or trained properly, wearing proper clothing (not loose fitting) and safety equipment.

Helping with staffing the Haunted Attraction may also be dangerous. Your vision and mobility may be limited due to costumes you may be wearing or the lack of light. You could be injured by customers or accidents due to movement or otherwise. We will provide reasonable supervision and safety oversight, but you are expected to know and follow the basic rules of safety. Be sure to talk to the area director if you have any safety questions or concerns. We do have limited emergency medical treatment available onsite, and will provide such first aid as may be available, however additional medical attention may be warranted.

This Release of Liability form must be executed by each volunteer (and the parents of any minor volunteer) prior to the volunteer working for The Death Trail. Volunteers must be fourteen (14) years of age or older. (with exceptions made for children of adult volunteers). The Death Trail retains the right to reject or dismiss a volunteer in its sole discretion. Specific reasons for dismissal include but are not limited to behavioral issues, any appearance or suspicion of drug or alcohol use, compliance with tasks assigned, etc.

Release –The volunteer signing below releases and holds harmless The Death Trail / Montclair Tabernacle Church of God and their directors, officers, employees, and agents from liability arising from Volunteer’s activities related to the Haunted Attraction.

Activities may include, but are not limited to, transportation, moving materials and improvements, constructing and maintaining props, rooms, hallways, floors, ceilings and other Haunted Attraction features as well as working as a cast member, supervisor, cleaner or other worker in the Haunted Attraction.

Volunteer understands that this Release discharges the RELEASED PARTIES from any liability with respect to any bodily injury, illness, death, or property damage that may result from Volunteer’s Activities with The Death Trail / Montclair Tabernacle, whether caused by the negligence of the RELEASED PARTIES or otherwise.

Medical Treatment – Volunteer releases RELEASED PARTIES from liability which may arise due to any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with the Haunted Attraction.

Assumption of Risk – The Volunteer understands that the Activities include work that may be hazardous to the Volunteer. Food, building materials and tools may be donated or in some cases loaned to The Death Trail and beyond the control of The Death Trail.

Volunteer expressly assumes the risk of injury or harm in the Activities and releases the RELEASED PARTIES from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance –The Volunteer understands that the RELEASED PARTIES do not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance policy.

Photographic Release – Volunteer assigns unto The Death Trail all right, title, and interest in any and all photographic images and video or audio recordings made by The Death Trail during the Volunteer’s Activities, including, but not limited to, any royalties, proceeds, or other benefits.

Other – Volunteer agrees that this Release is intended to be governed by and as inclusive as permitted by the laws of the State of Virginia. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid the remaining provisions shall continue to be enforceable.

THE VOLUNTEER HAS EXECUTED THIS RELEASE AS OF THE DAY AND YEAR NOTED:

Volunteer _____ **Date** _____

Witness: _____ **Date** _____

VOLUNTEER INFORMATION, PLEASE PRINT:

Name : _____

Telephone (Daytime and/or Cell number): _____

Address : _____

City: _____ **State:** _____ **Zip** _____

Email address:

IN CASE OF EMERGENCY, PLEASE CONTACT:

Name: _____ **Relation** _____

Phone (home, work, or cell) _____

Parents of Minor Volunteers must sign below:

I acknowledge that the nature of the Activities which may be performed by my child as a Death Trail / Montclair Tabernacle Volunteer may involve: (a) physical activity (including without limitation work with heavy tools and materials); (b) contact with unidentified and unfamiliar persons; (c) travel to and from various unspecified locations; and (d) other potential risk of injury or death. I consent to my child being a Volunteer and acknowledge that I have read and agree to all of the provisions of this Release and Volunteer Agreement as to my child and as to my rights as his or her parent. In the event of an injury or illness to my child, I authorize The Death Trail / Montclair Tabernacle, its agents, officers and/or servants to consent to any exam, anesthetic, medical, surgical, dental or other diagnosis or treatment deemed necessary if such action is undertaken based on the advice of professionals licensed, registered or certified within the applicable medical or dental field.

I have read and consented to this Volunteer Agreement and Release and I will not revoke my consent.

Print Name of Parent or Guardian Home Phone _____ **Date** _____

Parent or Guardian Signature _____ **Date** _____

NO ONE WILL BE ALLOWED TO PARTICIPATE WITHOUT A SIGNED RELEASE.