

**THE ENCHANTED FOREST OF FERGUS
TICKET PURCHASE AGREEMENT, WAIVER AND RELEASE**

TICKETS

All tickets are final sale. No refunds.

I agree that a Ticket issued by the Company is for the sole purpose of accessing the venue which the Event is scheduled to occur (the 'Venue'). The Company may, at its sole and absolute option, revoke a Ticket at any time, which includes denying me access to the Venue upon or due to any violation, or suspected violation of any or all of these terms and conditions or for any violation or suspected violation of any applicable laws, policies, rules or regulations, as determined by the Company or its contractors. Any purchase or possession of tickets for the Event constitutes the irrevocable acceptance of, and the agreement to be bound by, all of the terms and conditions contained herein. If you do not agree to be bound by these terms and conditions, do not purchase Tickets.

ACCIDENT WAIVER AND RELEASE OF LIABILITY

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the entities and their representatives being released, from dangerous or defective equipment or property owned, maintained, or controlled by organizers of The Enchanted Forest of Fergus or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows and confirm these actions on behalf of those I am legal guardian to in attendance of the event:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: JULIA DILECCE/CHRIS ZIMMERMAN and EVERMORE EXPERIENCES INC., organizers of The Enchanted Forest of Fergus and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY AND HOLD HARMLESS the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that The Enchanted Forest of Fergus and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical assistance which may be deemed advisable in the event of injury, accident, and/or illness during this activity, and where the parent/guardian may not be immediately available.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND BY REGISTERING FOR THE EVENT I SIGN IT OF MY OWN FREE WILL.

FILM/VIDEO/PHOTOGRAPHY AND SOUND NOTICE

Please be aware that by entering and registering for the event, you also consent to

To the use of your voice and likeness without compensation in film, video and photography and/or sound recording of this event, and you agree to release the organizers of The Enchanted Forest of Fergus from any liability on account of such use.