

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

Host: \_\_\_\_\_

### RELEASE WAIVER OF ALL LIABILITY AND CONSENT FOR EMERGENCY TREATMENT

I, (hereinafter referred to as "participant"), enter Whispers Estate, (property located at 714 W. Warren Street, Mitchell, IN 47446, operating under the name "Whispers Estate, LLC". hereinafter referred to as "Whispers Estate"), to engage in a recreational or physical activity or event to attend or otherwise participate in such activities, therein (collectively referred to as "Activity(ies)"). I understand that my presence at Whispers Estate and participation in any Activity(ies) are a matter of their personal and private choosing, and are entirely voluntary. Whispers Estate, its owner, subsidiaries, affiliates, associates, representative(s), host/guide, and/or related entities, or any of their respective representatives, predecessors, or successors is collectively called the "Releasees".

#### Declaration of Health

I represent and warrant that I am in good health and sound mind and that I know of no reason, medical or otherwise, why I can not, nor should not, participate in the Activity(ies). I acknowledge that participation in the Activity(ies) is not recommended for people with heart conditions, pregnant woman, people prone to seizures or anyone who has a medical condition that is made worse by fear, anxiety, or flashing lights. Participation in the Activity(ies) is solely at my own risk. I acknowledge that the Releasees shall not assess or approve my physical fitness for participation.

#### Consent for Emergency Medical Care

I authorize the Releasees and its designated representatives to consent, on my behalf, to any emergency medical/hospital care or treatment to be rendered upon the advice of a licensed physician or emergency medical team. I agree to be responsible for all necessary charges incurred by any hospitalization or treatment rendered pursuant to this authorization.

#### Assumption of Risk/Indemnification

I know that certain Activity(ies) present obvious risks and dangers of which the Releasees owe no obligation to warn me. I am also aware of the risks and dangers and represent that I am in good physical condition and that I have no disability, impairment or ailment which may prevent me from engaging in any such activity at Whispers Estate. I acknowledge that the Releasees are relying upon my truthful representations contained within this application.

#### Legal parents/guardians of visiting minors

If I bring a minor to Whispers Estate, I am their legal parent/guardian and I am fully responsible for their actions and safety. I will therefore accompany them throughout their visit, and shall take them from Whispers Estate should they, at anytime, become frightened or exhibit anxiety (as determined on a case-by-case basis) as this becomes a safety concern for the child in regards to mental health.

#### House Rules

I have been, or will be, provided a list of the Whispers Estate house rules. Failure to follow the house rules shall result in expulsion from Whispers Estate.

THEREFORE, IN CONSIDERATION of the permission granted to me/us to enter Whispers Estate and participate in any Activity(ies) at/on Whispers Estate, I voluntarily release, discharge, waive, and relinquish any and all actions or causes of action for personal injury (real or perceived), property damage, wrongful death, or any other claims or liabilities occurring to me arising as a result of engaging in said activity or any activities incidental thereto wherever or however the same may occur and for whatever period said activities or instructions may continue, and I for myself, my heirs, executors, administrators, and assigns hereby release, waive, discharge, and relinquish any action or cause of action, aforesaid, which may thereafter arise for me and for my estate, and agree that under no circumstances will I or my heirs, executors, administrators, and assigns prosecute, file suit, or present any claim for personal injury, property damage, wrongful death, or any other claims or liabilities against the Releasees for any of said causes of action, whether the same shall arise by the negligence of any of said Releasees, or otherwise. Further, I grant permission to the Releasees to use any photographs, motion pictures, recordings or any other record (referred to as "media") of the Activity(ies) containing my name, likeness or performance. I also agree that no such media acquired at Whispers Estate will be published or provided for public viewing without express written consent. I further understand and agree that I am responsible for any property/valuables I bring into Whispers Estate and hereby acknowledge the Releasees are not responsible for loss, theft, or damage of any such property/valuables. Participants entering Whispers Estate further expressly agrees that this foregoing release waiver is intended to be as broad and inclusive as is permitted by the law and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

**Entering Whispers Estate expressly confirms participant has READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT, AND CONSENT FOR EMERGENCY TREATMENT, and has also been fully advised of potential dangers incidental to engaging in Activity(ies) at Whispers Estate and fully aware of the legal consequences of signing this release. The undersigned further agrees that no oral representations or statements of inducement apart from the foregoing written agreement have been made.**

		<b>Minor?</b>
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N
Print Name: _____	Signature: _____	Y / N