

HAUNTED PLANTATION /ZOMBIE RAMPAGE OK INDEPENDENT CONTRACTOR TALENT AGREEMENT

This talent agreement is made and entered into on this _____ day of _____, by and between HAUNTED PLANTATION / ZOMBIE RAMPAGE OK and _____ **Employment:** Effective From _____ Effective Until _____

Position: _____

Physical Location of Employment: _____

Working Hours: _____ (MAY VARY)

Wages: Basic wages of \$ _____/hr/night, paid in cash, no taxes withheld. Payday shall be the _____ day/week of _____ month. ***NO wages will be paid on any other day except payday above.**

Talent is expected to abide by all HAUNTED PLANTATION /ZOMBIE RAMPAGE OK policies and represent the company in a safe and professional manner. Failure to abide by these policies may result in termination:

- Talent shall give a minimum of 4 hours notice if not able to work scheduled shift. Failure to do so will constitute a breach of this agreement, and talent may be terminated.
 - If talent does not call in and does not show up for scheduled shift, this will constitute a breach of agreement, and talent may be terminated.
- Talent shall be responsible for their provided gear. This includes taking proper care of gear, organizing and hanging gear, and notifying manager of any issues with gear. Any gear that is lost or damaged due to talent neglect shall be withheld from pay.
 - Talent shall maintain a clean and tidy work area, including inside container, as well as in work zone. All garbage shall be disposed of after each shift.
 - Talent shall follow all safety guidelines and procedures for event.

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the ZOMBIE RAMPAGE OK/HAUNTED PLANTATION OK , or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he

enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the ZOMBIE RAMPAGE OK/HAUNTED PLANTATION OK.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the ZOMBIE RAMPAGE OK/HAUNTED PLANTATION OK, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or ZOMBIE RAMPAGE OK/HAUNTED PLANTATION OK and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ZOMBIE RAMPAGE OK/HAUNTED PLANTATION OK, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ZOMBIE RAMPAGE OK/ HAUNTED PLANTATION OK whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY acknowledges that THE ACTIVITIES OF THE ZOMBIE RAMPAGE OK/HAUNTED PLANTATION OK ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the ZOMBIE RAMPAGE OK/HAUNTED PLANTATION OK is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS TALENT AGREEMENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

VALID FOR ALL ZOMBIE RAMPAGE OK/ HAUNTED PLANTATION OK DATES

Signature: Date: _____

Parent or Guardian Signature (If under 18): Date: _____