

MCKAMEY MANOR
MANDATORY
WAIVER, RELEASE AND INDEMNITY AGREEMENT
[*Form must be completely in its entirety.]

1. REGISTRATION OF PARTICIPANT AND PURPOSE OF AGREEMENT: By signing this contract, (hereafter “agreement”) I _____ (participant name) (Hereafter “participant”), do herein voluntarily, agree to participate in the below listed activities that will take place at “McKamey Manor” located at 11263 Alamazon Street, San Diego, CA 92129.

Participant’s signatory below agrees that they have been provided full and fair consideration for entering into this agreement.

I have set forth any and all pre-existing physical, medical conditions and any mental conditions in their entirety below. If none of these aforesaid conditions are listed then I am expressly waiving any and all claims as more fully set forth in General Release below as against the listed due to this failure to disclose and misrepresentation on my part.

2. SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon the participant, their heirs, assignees and agents and any and all family members, spouses and next of kin. The participant represents that they are in fact not a minor, and are otherwise competent to enter into this agreement with no legal impediment.

3. Participant agrees that if the police are called or appear on scene, that Participant acknowledges that this is just a game.

4. EXPRESS ASSUMPTION OF RISK OF INHERENTLY DANGEROUS ACTIVITY: Participant agrees and understands that participation in this event is both physically dangerous and could have a negative impact on one’s mental health. By signing this agreement, the participant expressly assumes all risk of physical, mental or bodily harm despite this acknowledgment of the known risks.

5. ACCIDENTAL DEATH AND DISABILITY AND OTHER MEDICAL INSURANCE: Should any medical, emergency or otherwise, treatment be required, I understand and agree and represent that I have my own medical and/or health insurance that includes both accidental death, and disability insurance. I agree to pay all incurred expenses that may result of my participation and expressly agree to pay all costs associated therewith including deductibles.

6. GENERAL RELEASE: Release by party participant to this agreement. In addition, to the express terms of this agreement but including the provisions, terms, and conditions of, and obligations under and/or in connection with this Agreement, in further consideration of the matters set forth above, the participant and their past or present agents, heirs, representatives, successors, assigns, employees, and attorneys/counsel of record hereby release, acquit, and forever discharge each other, individually and collectively, and each of their past or present agents, representatives, officers, directors, shareholders, predecessors, successors, assigns,

owners, partners, subsidiaries, employees, attorneys/counsel of record, heirs, executors, administrators, and descendants, from any and all known, unknown, and unanticipated claims, damages, demands, obligations, actions, causes of action, rights, liabilities, costs, losses of services and/or income, liens, injuries and/or damages caused by, arising out of, associated with, relating or pertaining to or resulting from any and all acts or omissions in connection with this participation by participant and any matter set forth in this agreement.

The parties hereto expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Waiver, Release and Indemnity Agreement. The Parties further agree that they assume the risk that the facts or law may be other than they believe.

7. SPECIFIC RELEASE FOR ACTIVITY: Including but not limited to the above general release participant additionally understands and comprehends that by signing this agreement that as the undersigned he or she does hereby voluntarily RELEASES, DISCHARGES, WAIVES, AND RELINQUISHES any and all actives or causes of action for personal injury or loss of my property, property damage or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto.

IT IS THE INTENTION OF PARTICIPANT BY THIS INSTRUMENT TO EXPRESSLY ASSUME ALL RISK OF SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON HIM/HERSELF, TO THE EXCLUSION OF MCKAMEY MANOR AND TO EXEMPT AND RELIEVE MCKAMEY MANOR AND ALL OF IT'S ACTORS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE.

Waiver Under Civil Code Section 1542. By execution of this release, the undersigned hereby expressly waives the provisions of Civil Code Section 1542 of the State of California, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The participant hereto expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Participant does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Participant's decision to enter into this Agreement. The Participant further agrees that they assume the risk that the facts or law may be other than they believe.

8. REPRESENTATION OF PHYSICAL AND MENTAL CONDITION: The undersigned, participant represents unequivocally that they are physically and mentally fit to participate in this attraction, and that the undersigned has no current or past medical condition, (i.e., heart conditions, back or neck problems, pregnancy, subject to seizures (strobe lights), paralysis, restrictive use of arms or legs, etc.) and that participant will act at all times in a civilized and reasonable manner.

9. STATEMENT OF COMPREHENSION OF THIS AGREEMENT AS A BINDING LEGAL DOCUMENT: In entering into this Waiver, Release and Indemnity Agreement, each Party represents that Party has relied upon the advice of his/her/their attorney, who is the attorney of their own choosing, concerning the legal consequences of this Waiver, Release and Indemnity Agreement and Release; that the terms of this Waiver, Release and Indemnity Agreement have been completely read and explained to the Parties by their respective attorneys, or they have waived the advice of an attorney. The terms of this Waiver, Release and Indemnity Agreement are fully understood and voluntarily accepted by all Parties.

10. HOLD HARMLESS AND FULL INDEMNIFICATION: To the full extent permitted by California Law the participant agrees to defend, pay on behalf, fully indemnify MCKAMEY MANOR and its agents and assigns, as well as it's actors, as they are more fully described in General Release, against any claims, causes of action, demands suits or loss including costs associated in any way associated with any activity occurring at MCKAMEY MANOR and/or this agreement both known and unknown.

11. GOVERNING LAW AND ATTORNEYS' FEES WITH VENUE AGREEMENT: This Waiver, Release and Indemnity Agreement shall be construed and interpreted in accordance with the laws of the State of California and the Superior Court of California, County of San Diego, Central Division, will be the venue to resolve any claims arising from this Waiver, Release and Indemnity Agreement. Further, the prevailing party in connection with an action to enforce this Waiver, Release and Indemnity Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in seeking enforcement.

12. MEDIATION AND ARBITRATION AGREEMENT: Participant agrees to engage in mediation efforts before taking any formal action against principals or agents, assignees of MCKAMEY MANOR. If not resolved participant agrees to arbitration of this dispute before a mutually acceptable arbitrator.

13. PHOTOGRAPHS AND VIDEO FOOTAGE: Participant also hereby gives their consent to McKamey Manor and Russ McKamey and any other associates of McKamey Manor to photograph, film, videotape and then use, reproduce, and publish the images of Participant at its discretion.

14. ADDITIONAL DOCUMENTS: All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of the Waiver, Release and Indemnity Agreement.

15. ENTIRE AGREEMENT: This Waiver, Release and Indemnity Agreement and Release contain the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

16. COUNTERPARTS AND FACSIMILE OR SCANNED COPIES: This Waiver, Release and Indemnity Agreement may be executed in counter-parts with the same effect as if all original signatures were placed on one document, and all of which together shall be one and the same Agreement. A facsimile signature shall be given the same force and effect an original.

17. Participant fully understands that MM is an extremely physical, and that participant may

will leave MM with bumps, bruises, cuts or other possible injuries....including possible broken bones. Participant understands that injuries are never on purpose at MM and participant is fully aware of the risks and takes full responsibility.

18. Participant fully understands that MM is not a fight club and will refrain at all times from fighting with the actors.

19. Participant was warned numerous times about the intensity of MM by the Owners and other members of the crew and that YOU REALLY DON'T WANT TO DO THIS.

20. Participant agrees and understands that your life in reality is not in danger and this is just a game.

21. Participant agrees and understands that during the Tour and Participant is in the van, they will not be secured by a seatbelt or other safety device.

22. Participant understands and agrees that they realize that they are not being tortured and this is just a game.

23. Participant understands and agrees that they are not being beat up, kicked, slugged, or actually physically harmed. You will be roughed up but no one is there to hurt you. Knowing that, MM is very rough and not for the meek. Participant will have bumps, bruises, possible black eyes, swelling of the face, etc.

24. Participant understands and agrees that they are never being held against their will.

25. Participant understands and agrees that in reality that they were never threatened for real inside of MM and that in reality they are not threatened after the Tour is over.

26. Participant understands and agrees that they are aware that this is a live theatrical show, not reality, which is being performed specifically for Participant and other guests.

27. Participant understands and agrees that the characters they come in contact with during the Tour are just actors that are there to provide a performance for Participant and other guests and actually is not reality.

28. Participant fully understands that by signing this waiver that they are giving MM permission to keep nothing off of the table (except sexual or inappropriate situations). Everything else imaginable can and will happen inside of MM. You are aware of this and are giving full permission for any action that may happen inside of MM.

29. Participant agrees to and has full knowledge that if selected to visit the barber, Participant may leave MM completely bald, including eyebrows.

30. Participant agrees and knowledges that mousetraps are used within the Tour which may result in bruising, cutting, or breakage of fingers.

31. Participant agrees that if selected, they could be buried alive under 12 feet of dirt and rock to which they will have a limited amount of air and that they will have to figure out how to escape and they could possibly breathe in a significant amount of dust, dirt, or foreign objects that may cause death if Participant does not breathe properly or hold their breath at the right time.

32. Participant agrees to partake, if selected to participate, in a height stunt that involves walking a plank 25 feet above ground without a safety net.

33. Participant agrees that if selected they will come in contact with a variety of live poisonous animals. It is the Participant's responsibility not to panic or agitate the animals. If Participant is bitten, it is because the Participant made a sudden movement within a confined secured environment.

34. Participant agrees and acknowledges that they are responsible, whether they quit an activity or not, for bringing all the equipment and materials back to the van.

35. Participant acknowledges and agrees to be submerged in 60 feet of open water. Participant acknowledges and agrees that their breathing apparatus will be removed and that it is Participant's responsibility to make their way to the surface on their own. If done incorrectly there is a real chance of Participant drowning or receiving decompression sickness (The Bends) which could cause permanent injury or even death.

36. Participant acknowledges and agrees that it **100% the Participant's responsibility** to use the safe phrase if they feel they are suffering from any bodily injury, from any mental impairment, or if the Tour becomes too much for Participant in any way.

37. Participant understands and agrees that they will absolutely get cuts, severe bruising, and/or swelling due to open handed striking on their face and other physical contact, which could result in a black eye and possible rope burns to the face, neck, arms, hands, legs, or feet.

38. Participant agrees to and understands that they might come in contact with electrical stimulation.

39. Participant understands for this specific show only, that Participant is being offered a safe phrase. It is up to the Participant to use this phrase due to their weakness if they feel they need such a weak precaution as a safe phrase.

Yes ● No ●

40. Participant agrees and understands that it is quite possible that they may come in contact with raw sewage.

41. Participant agrees that their entire Tour will be viewed by a live audience in Las Vegas, the Philippines, and/or Thailand and that they will act appropriately.

- 42.** Participant fully agrees not to hold MM liable for any injuries physical or psychological due to participant's time at MM. Participant verifies that they understand all risks associated with MM and that participant freely accepts all risks involved with MM.
- 43.** Participant fully understands that MM is extremely psychological and that participant may very well leave MM with unintentional emotional distress and psychological issues. Participant understands that it is never the intent of MM to cause myself any type of psychological damage.
- 44.** Participant fully understands that they are a willing participant of MM, and no one has forced participant in any way to partake in this Tour. This is something that participant insisted upon on doing even with all the risks that are involved.
- 45.** Participant fully understands and agrees that injuries resulting from slip and fall, such as ankle, knee, or back injuries, i.e. sprains, muscle strains and tears, and flexed or torn ligaments are not the fault of MM.
- 46.** Participant fully understands that they may incur injuries from exposed screws or other protrusions which may result in lacerations and/or bruises.
- 47.** Participant fully understands that they may incur injuries resulting from scare tactics where Participant may react by pulling away, resulting in falling on the ground, into walls, onto props or actors, etc. and that they will not hold MM libel.
- 48.** Participant understands that they may incur injuries from falling props in the event that they become unstable during the Tour.
- 49.** Participant fully understands and agrees that they may come in contact with carbon monoxide poisoning with regard to use of artificial fog.
- 50.** Participant fully understands and agrees that once participant enters MM there is no quitting unless serious physical or psychological injury is present.
- 51.** Participant fully understands that injuries may occur during their Tour of MM, which may include, but not limited to, head, neck, and back injuries, death, stroke, traumatic brain injury, brain aneurysms, cerebral or retinal hemorrhage, subdural hematoma, loss of consciousness, whiplash, harmful heart reactions, nausea, headache, dizziness, lacerations, broken or sprained bones, torn ligaments, bleeding wounds, scrapes and/or cuts, heatstroke, or drowning and does not hold MM responsible.
- 52.** Participant fully understands and agrees that being scared, having a panic attack, etc. does not count as a serious injury.
- 53.** Participant fully understands and agrees that their Tour may include the use of hypodermic needles, zappers, Tasers, or dog shock collars.
- 54.** Participant fully understands and agrees that they may be crushed in a pit by various objects.

55. Participant fully understands and agrees that various fluids, such as food coloring, grease, theatrical blood, or other liquids may be placed in Participant's mouth. It is Participant's responsibility not to swallow these fluids.

56. Participant fully understands and agrees that they may be fish hooked, which may inadvertently cause rippage to the mouth area.

57. Participant fully understands and agrees that they must divulge all information regarding allergies. Participant's allergies include:

58. Participant fully understands and agrees that they must divulge all information regarding dentures, contacts, pacemakers, piercings and that all piercings must be removed to prevent damage to Participant.

59. Participant fully understands and agrees that if they are selected to visit the "Dentist" that they may have a tooth extracted without Novocain and will not hold MM libel.

60. Participant fully understands and agrees that their teeth may be accidentally chipped, broken, or lost and will not hold MM responsible or libel.

61. Participant fully understands and agrees that it is possible that joints, i.e. jaw, shoulder, elbow, wrist, knee, hip, etc., may be accidentally dislocated and that Participant will not hold MM responsible.

62. Participant fully understands and agrees that they will be participating in various medieval torture devices such as knife throwing while strapped to a spinning wheel, shackles, chains, gibbet cage, stocks, the rack, etc.

63. Participant fully understands and agrees that they may be bruised by paintballs.

64. Participant fully understands and agrees that MK ultra (mind control) may be used.

65. Participant fully understands and agrees that water torture may be used.

66. Participant fully understands and agrees a nail may pierce their hand.

67. Participant fully understands and agrees that their hand may be smashed with tools.

68. Participant fully understands and agrees that their nails may be removed from their nail beds.

69. Participant fully understands and agrees that medication may be given that induces

hallucinations or sedatives given in pill form or by hypodermic at MM's discretion.

70. Participant fully understands and agrees that, if chosen, they may receive a tattoo or piercing. It is the responsibility to care for such tattoo in order not to get hepatitis or other infection.

71. Participant fully understands and agrees that choking may occur and that gagging or vomiting may occur.

72. Participant fully understands and agrees that MM will use humiliation tactics, such as name calling.

73. Participant fully understands and agrees that they be exposed to extreme temperatures.

74. Participant fully understands and agrees that they may have a plastic bag or plastic wrap on their face which could possibly cause suffocation, blackouts, etc. and Participant will not hold MM responsible or libel.

75. Participant fully understands and agrees that they may be in an enclosed chamber with live animals, which may include, mice, rats, roaches, tarantulas, millipedes, centipedes, snakes, spiders, potato bugs, worms, larva, snails, slugs, grubs, crickets, etc.

76. Participant fully understands and agrees that they may be asked to ingest live bugs.

77. Participant fully understands and agrees that they may be enclosed in containers, with limited air, submerged under water, or restrained.

78. Participant fully understands and agrees that they will be exposed to a caged drowning pool and that their head will be completely engulfed in a toilet and possible drowning may occur and Participant will not hold MM responsible or libel.

79. Participant fully understands and agrees that their hands and/or feet will be zip tied.

80. Participant fully understands and agrees that they may be hung upside down by their ankles.

81. Participant fully understands and agrees that when they are taken hostage in the first moments of the Tour, that it is extremely physical and daunting and Participant will receive bumps, bruises, possible sprains or broken bones, black eyes, etc. and Participant will not hold MM responsible or libel.

82. Participant confirms that they are not electronically wired for surveillance.

83. Participant agrees not to bring any weapons of any sort inside of MM.

- 84.** Participant confirms that they currently have medical insurance.
- 85.** Participant confirms that they are completely sober and have no drugs or alcohol with their system.
- 86.** Participant confirms that they have never been arrested or incarcerated for a felony.
- 87.** Participant confirms that they are not wanted by law enforcement.
- 88.** Participant agrees to remain on site in a safe zone until the other guest is ready to depart if Participant quits MM.
- 89.** Participant confirms that they are not involved with law enforcement and are not part of any MM sting operation.
- 90.** Participant fully agrees to continue the Tour, and challenges themselves during the MM experience even though at a specific moment in time, participant requests the Tour to stop and to leave MM. Participant agrees to have the Tour continue no matter what participant may say at any time of their panic state of mind.
- 91.** Participant fully understands and agrees that there is no quitting until the staff of MM stops the show due to completion or because participant is at a physical or psychological level that it is best that the Tour is stopped.
- 92.** Participant fully understands and agrees that participant will at many times during their Tour, have their entire body, including their face, submerged completely in water and that participant will be forced to hold their breath. Participant also agrees to do these activities while having duct tape over their eyes and mouth and a mask over their face.
- 93.** Participant fully understands that at many times during their Tour they will be in a panic state of anxiety, in which they will feel that they will drown and that they may die. Participant completely gives permission to MM to put themselves in those situations.
- 94.** Participant has been told several times and on more than one occasion by Russ McKamey and others not to take the MM Tour. Participant has heard all of his warnings, and refuses to listen to his recommendations not to take the MM Tour.
- 95.** Participant fully understands and agrees that it is participant's responsibility to read and sign the complete MM waiver before ever taking the Tour. Participant agrees that they will see the waiver on the day of their Tour, and participant agrees that they will not be provided a copy of such waiver for any reason including legal action.
- 96.** Participant fully understands and agrees that everything participant does related to MM will be videotaped, and participant agrees that they will never be provided a copy of any video or pictures for any reason including legal action.
- 97.** Participant fully understands and agrees that they will never receive any money for

anything that is sold or broadcast concerning participant's images of themselves during my time at MM. Participant understands that MM has the right to show and sell participant's movies and pictures of my time at MM to the public at any venue and to anyone.

98. Participant fully understands that they are not being held against their will at any time during their MM experience, and that participant is demanding to stay with the Tour for as long as possible.

99. Participant fully agrees and demands that they want to push themselves as hard as possible while inside the MM Tour no matter how many times participant may say that they want out of the Tour. Participant is being clear that no matter what they say, participant wants the Tour to continue.

100. Participant, having spent time with Russ McKamey and other staff of MM, and through other people and what participant has read, know that Russ McKamey and the staff of MM truly has my best intentions at all times. Participant gives their permission to MM to challenge them both physically and emotionally to the highest degree. Participant does not want to quit MM unless there is no other choice. Participant wants to stay with the Tour no matter what they may say while they are distressed inside MM.

101. Participant fully understands and agrees that Russ McKamey and the staff of MM run a very clean and positive show. No sexual or religious situations and even that cussing from the Participant is not allowed inside MM.

102. Participant agrees that they will eat a wide variety of digestible cuisine from around the world and that Participant could be force fed by an actor or another Participant.

103. Participant agrees that they may have to put their vomit on their person, such as Participant's face or into their mouth.

104. Participant agrees that they will drink a wide variety of liquids, including food coloring, urine, blood, or any other liquid cuisine from around the world.

105. Participant agrees that there is a real possibility that their extremities may be crushed by heavy objects.

106. Participant agrees that they will be submerged in a pit of undetermined material that could possibly crush their body.

107. Participant agrees to have hundreds of pounds of chain wrapped around their body with the possibility of being crushed or death.

108. Participant agrees that they may be severely whipped with a firehose or belt.

109. Participant agrees that they will be in very close contact with fire surrounding their entire body with the real possibility of getting burned or possible death.

- 110.** Participant agrees that they will have their head enclosed in a box with bees, wasps, and may be stung.
- 111.** Participant agrees that if selected, they may participate in a stunt involving a liquid such as quicksand and it is Participant's responsibility to remain calm and stay on top of the quicksand. There is a possibility that drowning may exist.
- 112.** Participant agrees that if selected to participate in Houdini's Chinese Water Torture apparatus which will include being submerged upside down by your ankles with a straight jacket in a cylinder with live moray eels. There is a real possibility of drowning if Participant is unable to control their breath.
- 113.** Participant agrees and understands that they will be buried in a pit with hundreds of live rodents, mice, rats and tied down until they figure out the proper escape mechanism. It is Participant's responsibility to remain calm. Even so, the possibility of being nibbled upon or bit is extremely high.
- 114.** Participant agrees to participate in a high speed barrel roll where the Participant will be inside a 55 gallon drum as the barrel rolls down a severely steep mountain. It is Participant's responsibility to secure themselves inside the drum in order to not receive serious injury. The drum will end in a 10 foot pond.
- 115.** Participant agrees that if selected they will have to swim 200 yards underwater in a make-shift sewer system with several obstacles and traps blocking their way. It is Participant's responsibility to hold their breath while navigating the underwater maze.
- 116.** Participant agrees to be transported several times in the back of a van, truck, trunk of a car. Participant agrees that there is limited air in the trunk of the car.
- 117.** Participant agrees to be locked inside of a 55 gallon drum with the lid secured with limited air. It is Participant's responsibility to knock on the lid continually so we know that Participant is still breathing.
- 118.** Participant agrees that if they pass out, smelling salts will be administered to see if Participant is faking or not.
- 119.** Participant agrees that during the show they will have actual knives and other weapons in close contact with their body, including their neck, face, and extremities. Participant acknowledges that if they panic or make any violent movement there is a very real possibility that they could get cut.
- 120.** Participant understands that there is a real possibility that they may experience hypothermia. If hypothermia becomes an issue, the Tour will stop immediately. No questions asked.
- 121.** Participant acknowledges that even though Participant has decided to quit the Tour, the Tour will from that point slowly ramp down to continue with the illusion for film purposes. This may include roughing up, Participant's head under water, choking, actors harassing

Participant, slapping, etc. until the Walk of Shame begins.

122. Participant acknowledges that they may come in contact with various bodily fluids and they may come down with a disease later in their life.

123. Participant should list any items that are completely off limited to them:

124. Participant should specify what their final straw is – their line in the sand:

125. Participant hereby certifies that they are 100% medically qualified to participate in MM. Participant hereby certifies that they have no hidden illnesses or impairments, which could include but are not limited to pins, rods, plates, dentures, concussions, or anything of any medical nature. Participant lists here any impairments previously disclosed or not disclosed relating to medical issues:

126. Participant hereby certifies that they are 100% mentally qualified to participate in MM. Participant hereby certifies that they have no hidden mental illnesses or impairments, which could include but are not limited to panic attacks, anxiety, PTSD, or anything of any mental nature. Participant lists here any impairments previously disclosed or not disclosed relating to mental issues:

127. Participant acknowledges and agrees that they will receive hundreds of welts from a paintball gun.

128. Participant acknowledges and agrees that MM will use personal information against them during their Tour and that it all part of the psychological game of MM.

129. Participant will be given a safe phrase. If Participant uses this safe phrase the Tour will stop slowly come to a stop but harassment, shoving, etc. will continue until Participant completes their walk of shame.

130. Participant acknowledges and agrees that they have full knowledge that they will be slapped, shoved, hit, thrown to the ground, placed under water, restrained, contained, hooded, verbally and mentally attacked, physically attacked, etc.

131. Participant acknowledges that even though they have quit the Tour, Participant will still be hooded until drop-off and even though Participant is in the ramp-down mode, their hair may

still be cut.

132. Participant acknowledges and verifies that they do not have any blood issues or diseases, etc. such as AIDS, that they are not HIV positive, etc.

133. Participant acknowledges that if they quit the Tour they will endure a one mile walk of shame back to their vehicle.

134. Participant agrees that they will be dragged on dirt, cement or other various ground environments.

135. Participant understands that there is a very real chance of becoming unconscious due to choking or Participant's mouth being covered by hands, a bag, plastic, etc.

136. Participant acknowledges and agrees that they will be pushed, shoved, or knocked to the ground during the Tour or walk of shame.

137. If Participant is asked by law enforcement or any concerned individual during their walk of shame, they will say nothing except to point to the paper attached to their clothes explaining what has taken place, that they have failed McKamey Manor's Extinction, and the walk of shame is their punishment.

138. Participant acknowledges and agrees that they are agreeing to participate in McKamey Manor's Extinction for up to 36 hours in which MM is permitted to continue with the game at any point in that 36 hour window.

139. Participant acknowledges and agrees that they will be wearing a dental mouthpiece / guard through their tour.

140. Participant acknowledges and agrees that they will be required to wear headphones throughout their tour and will have various sensory sounds and distractions or deprivation.

Participant acknowledges that they have freely and voluntarily entered into this Agreement after an adequate opportunity to review and discuss the terms and conditions and all factual and legal matters relevant hereto and freely and independently has chosen to execute this Agreement without fraud, duress, undue influence or coercion of any kind or nature whatsoever having been exerted by or imposed upon any party.

Participant's parent(s)/spouse/significant other also give permission and are aware of everything that will take place, understand all risks involved, and will not hold MM, Russ McKamey, Carol Schultz, actors, or any participant liable or responsible. Participant's parent(s)/spouse/significant other hereby understands and consents that they give their complete permission and agree to let _____ participate in MM with no legal or law enforcement action.

Name(s) of Parent(s), Spouse, Significant	Email:
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Other:	
Address:	Telephone Phone:
City/State/Zip:	
Signature(s):	Date:

To briefly recap this Agreement, Participant understands that MM is advising Participant not take this Tour and that after everything Participant has read regarding the severity of the Tour, that Participant is going to get hurt in one form or another, i.e. cuts, bruises, possible broken bones, black eyes, rope burns, exhaustion, dehydration, even possible death. Basically Participant is basically going to, for lack of better wording, going to be body hardened. That Participant is likely going to have their hair removed. Once again, MM is telling Participant that after reading the entire contract that Participant should not do this. Participant is agreeing to not hold MM or any other party liable for anything involved, that Participant will not involve the police because Participant understands what they are getting into and Participant has decided to do it anyway. Participant will not complain afterwards about anything that happens because Participant completely understands that they have been told that they do not want to do this. That Participant understands all risks and that everything is on the table which could involve injury or even possible death.

THE POLICE HAVE BEEN INFORMED OF THE MOVIE THAT IS BEING SHOT AND THE SCHEDULE OF EVENTS FOR TODAY. THE REFERENCE NUMBER FOR TODAY'S ACTIVITIES/PHONE NUMBER IS

Name:	Email:
Address:	Telephone Phone:
City/State/Zip:	
Participant's Signature:	Date:

SIGNATURE PAGE AND LAST PAGE OF AGREEMENT

PERSONAL RELEASE FORM

I hereby authorize and grant to Russ McKamey (“the Producer”) and McKamey Manor the right to record me (picture and/or voice) on film and/or videotape, for audio only, audio and visual, visual only reproduction, and/or textual transcription (“the Recording”), and to edit the recording into a film/video program (which may include other recordings and material) for purposes such as Facebook, YouTube, or other publication on public websites and for personal use (“the Program”).

I hereby release the Producer from any infringement or violation of personal and/or property rights of any sort based upon the use of the Recording, including the right to screen and broadcast or otherwise distribute the Recording in the Program, and the right to use and to license others to use the recording in all media throughout the world including for the purposes of publicity, advertising, sales and promotion of the Program.

I acknowledge that the Producer owns and shall own all rights, title and interest (including copyright) in the Recording.

I further acknowledge that the Producer is not obliged to use the Recording.

I warrant that I have full power to enter into this Release and that the terms of this Release do not in any way conflict with any existing commitment on my part.

Reference to “the Recording” in this Release includes any and all edited versions made by the Producer and, further, includes any previously recorded material of me made by the Producer.

SIGNED:

DATE:

Agreed and accepted by the Releasor (signature above)

Print Name:

Email:

Home Address:

(Street)

(City, State, Zip)

Russ McKamey (Producer)

Date:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into as of _____ (Date) by and between Russ McKamey and/or Carol Schultz (the “Disclosing Party”) of McKamey Manor, located at 11263 Alamazon Street, San Diego, California 92129, and

_____ (Recipient's name) (the "Recipient" or "Receiving Party"), located at _____, _____, California _____ (Recipient's Address).

The Recipient hereto desires and agrees to be an Actor and/or Builder and/or Attendee in relation to secure McKamey Manor's secrets (the "Transaction").

Throughout the duration of this Agreement, the Disclosing Party may deem it necessary to disclose or share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained within this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties hereto agree as follows:

Confidential Information

For all intents and purposes of this Agreement, "Confidential Information" shall mean and include any data or information that is deemed proprietary to the Disclosing Party and that which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to (i) any form of marketing plan, strategies, financial information or projections, operations, sales quotes or estimates, business plans, performance results which may be related to the past, present and/or future business activities of said party, its subsidiaries and affiliated companies; (ii) plans for products or services or services, and customer or supplier lists; (iii) any scientific, technical or data information, invention, design, process, procedure, formula, improvements, technology or method; (iv) any concepts, reports, data, knowledge, works-in-progress, designs, development tools, props, trade secrets, trademarks and copyrights; and (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party and, as such, the Disclosing Party regards all of its Confidential Information as trade secrets.

Confidential Information Disclosure

The Disclosing Party may deem it necessary from time to time, to disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to: (i) limit the disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's directors, officers, employees, agents or representatives (collectively herein referred to as "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (ii) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth herein this Agreement and require such Representatives to keep the Confidential Information confidential; (iii) shall keep all Confidential Information strictly confidential by way of exercising a reasonable degree of care, but not less than the degree of care that the Receiving Party would exercise in safeguarding their own confidential information; and (iv) not disclose any Confidential Information received to any third parties, unless otherwise provided for herein this Agreement.

Therefore, each party shall be responsible for any breach of this Agreement by any of their respective Representatives.

Confidential Information Usage

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both

parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder. Ownership and title to the Confidential Information shall remain solely with the Disclosing Party, any and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408 - Compromise Offers and Negotiations.

Induced Disclosure of Confidential Information

Notwithstanding anything in the foregoing clauses to the contrary, the Receiving Party may be compelled to disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent feasible, the Disclosing Party in writing of any such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party provides (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent feasible, the Disclosing Party with any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

Confidential Information Usage

The Receiving Party herein agrees to make use of the Confidential Information solely for the purpose and in connection with the current or contemplated business relationship between both parties and not for any purpose other than that which has been stipulated and contained herein this Agreement, unless otherwise authorized by prior written consent by an authorized representative of the Disclosing Party. There shall be no other right or license, whether expressed or implied, in the Confidential Information granted to the Receiving Party hereunder.

Ownership and title to the Confidential Information shall remain solely with the Disclosing Party, any and all use of the Confidential Information by the Receiving Party shall be solely for the benefit of the Disclosing Party, and any type or manner of improvements or modifications thereof by the Receiving Party shall remain the sole property of the Disclosing Party. There shall be nothing herein contained that would be intended to modify the parties' existing agreement that the parties' discussions in furtherance of a potential business relationship shall herein be governed by Federal Rule of Evidence 408-Compromise Offers and Negotiations.

Induced Disclosure of Confidential Information

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Party), the Receiving Party may promptly comply with such request provided the Receiving Party provides (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent feasible, the Disclosing Party with any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

Independent Development

Receiving Party may currently or in the future be developing information internally, or receiving information internally, or receiving information from other parties that may be similar to the Disclosing Party's Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop or have developed products or services, that, without violation of this Agreement, might compete with the products or systems contemplated by the Disclosing Party's Confidential Information.

Term

The herein contained Agreement shall remain in effect for a term of 120 months.

Notwithstanding the foregoing, the parties' duties to maintain in confidence any and all Confidential Information that may have been disclosed during the term shall thus remain in effect indefinitely.

No Warranty

All Confirmation Information is provided by Disclosing Party "AS IS" and without any warranty, express, implied or otherwise, regarding the Confidential Information's completeness, accuracy or performance.

Remedies

Both parties to this Agreement acknowledge and agree that the Confidential Information hereunder this Agreement is of a unique and valuable nature, and that the unauthorized distribution or broadcasting of the Confidential Information could have the potential to destroy and, at the very least, diminish the value of such information. The damages that the Disclosing Party could sustain as a direct result of the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to claim injunctive relief that would prevent the dissemination of any Confidential Information that would be in violation of the terms set forth herein this Agreement. Any such injunctive relief provided shall be in addition to any other available remedies hereunder whether at law or in equity. The Disclosing Party shall be entitled to recover any sustained costs and/or fees, including, but not limited to, any reasonable attorneys' fees which may be incurred while attempting to obtain any such relief. Furthermore, in the event of any litigation which may be related to this Agreement, the prevailing party shall be entitled to recover any such reasonable attorneys' fees and expenses incurred.

Return of Confidential Information

Upon completion/expiration or termination of this Agreement, the Receiving Party shall immediately return and deliver to the Disclosing Party all tangible material and/or information representing or exemplifying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents, materials, notes or copies ("Notes") which may have been converted to any computerized media in the form of any image, date or word processing files either manually or by image capture or any other form of work product that may be based on or include any Confidential Information, in whatever form of storage or

retrieval, upon the earlier of (i) the completion or termination of this Agreement or (ii) at such time as the Disclosing Party may so request; provided, however, that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, with the prior written consent of the Disclosing Party, the Receiving Party may immediately destroy (in the case of Notes, at the Receiving Party's sole discretion) any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction of the material and/or information.

Notice of Breach

The Receiving Party shall immediately notify the Disclosing Party upon discovering any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with any efforts by the Disclosing Party to assist the Disclosing Party to regain the possession of its Confidential Information and thus prevent its further unauthorized use.

No Legally Binding Agreement for Transaction

Both parties hereby agree that neither party shall be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that each party herein reserves the right, in their sole and absolute discretion, to reject any and/or all proposals and to terminate discussions and negotiations with respect to any Transaction at any time. This Agreement does not create or constitute a joint venture or partnership between the parties. In the event that a Transaction should go forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. Should any such provision not be provided or stipulated in said transaction documents, then this Agreement shall be the controlling instrument.

Warranty

Each party herein warrants that it has the right and authorization to make such disclosures under this Agreement. No warranties are made by either party under this Agreement whatsoever. The parties acknowledge that although they shall each endeavor to include in the Confidential Information any and all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Furthermore, neither party is under any obligation contained within this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party, or to the other party's Representatives, resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by written amendment signed by the party against whom such enforcement is sought.

Governing Laws

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of California applicable to contracts made and to be wholly

performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in California shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

Waiver of Contractual Right

Any such failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

Severability

Although the restrictions herein contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable.

In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

Notices

Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, emailed, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or any such other address or addressee as may be furnished by a party in accordance with this paragraph. All such notices or communication shall be deemed to have been given and received (i) in the case of personal delivery or email on the date of said delivery, (ii) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch, and (iii) in the case of mailing, on the seventh business day following such mailing.

Transfer or Assign

This Agreement is personal in nature and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

Miscellaneous

The receipt of Confidential Information pursuant to this Agreement shall not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other, or (ii) providing products or services to others who compete with the other.

Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the aforementioned effective date.

By: By:

McKamey Manor

Russ McKamey Signature
and/or
Carol Schultz
 Printed Name

Address

Telephone Number

Email Address

Parent(s), Spouse, Signature
Significant Other's Name

 Printed Name

Address

Telephone Number

Email Address

Non-Disparagement Agreement

THIS NON-DISPARAGEMENT AGREEMENT is made and entered into as of _____ (Date) by and between Russ McKamey and/or Carol Schultz ("McKamey Manor") of McKamey Manor, located at 11263 Alamazon Street, San Diego, California 92129, and _____ (Participant's name) (the "Participant" or "Receiving Party"), located at _____

_____, _____
California _____ (Participant's Address).

Participant agrees that during their Tour of McKamey Manor and for twenty (20) years after their departure from the Tour, that Participant shall not, through any form of communication with the press, public, clients, media, blogs, or social media, disparage McKamey Manor in any way.

Participant understands that forms of communication include but are limited to social media websites, public forums, suppliers, vendors, conventions, interviews, or record statements. Participant understands that disparagement includes but is not limited to critiques, derogatory statements, ridicule, slander, jokes or insults at the expense of McKamey Manor, management, personnel, products or services.

Participant understands that if they violate this Agreement that Participant agrees to pay McKamey Manor \$50,000 as damages. Similarly, McKamey Manor has the right to sue Participant in the San Diego County Superior Court system if damages are not paid.

Participant Signature

Date

Parent(s), Spouse, Signature
Significant Other's Name

Printed Name

Address

Telephone Number

Email Address

