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# WELCOME TO MCKAMEY MANOR

The Abyss

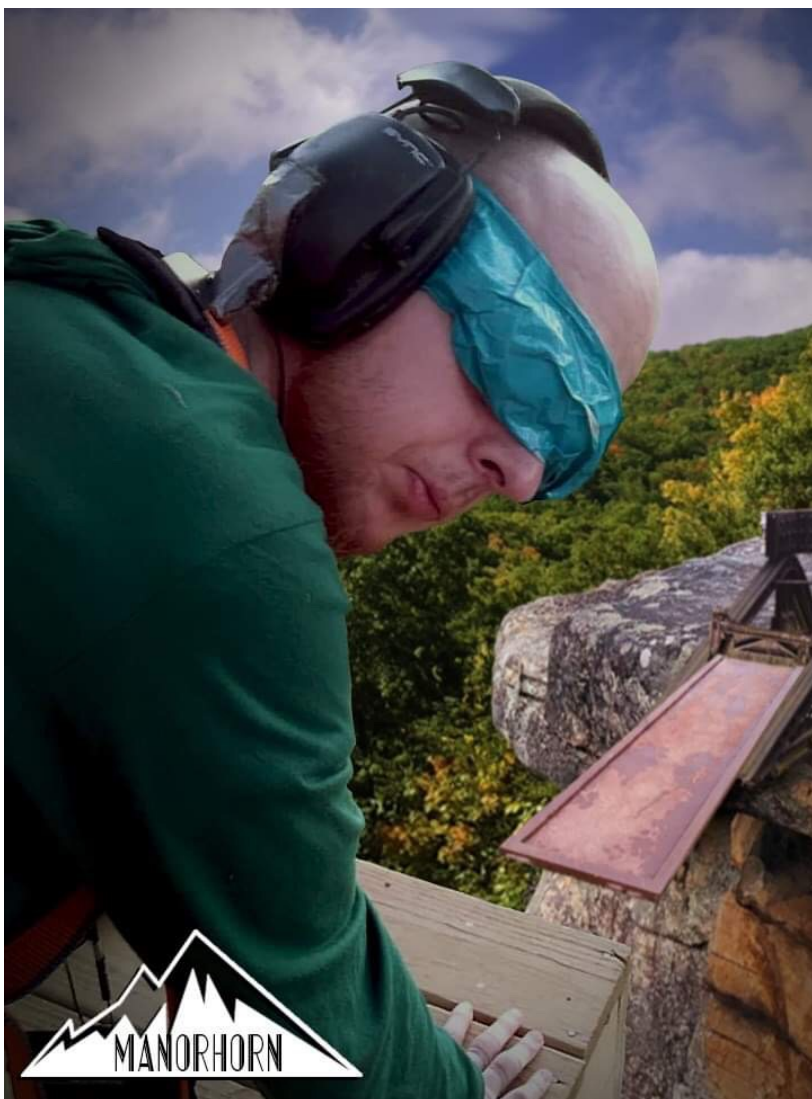
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## You Really Don't Want To Do This!

Welcome to McKamey Manor, this invitation is your one and only ticket to entering the Manor. Will you be the one to succeed where many have failed before. A smart person would turn and run at this point but I don't think that's the case with you. Since you have received this letter it means your tour has officially begun and now it's only a matter of time before the Manor will drink your milk and steal your lunch money. The info here is what will help you on your tour. Attention to detail is the key to succeed.



*160 feet in the air, will you make the blind leap of faith?*

This week leading up to your tour you are expected to complete the assignments given to you, as this is all a part of the full McKamey Manor experience. **Not attempting or completing assignments can result in a cancellation of your tour.**

You may be contacted by phone, email, and Facebook at anytime. It is on you to respond in a timely manner to any contact attempt. **Failure to do so can result in a cancellation of your tour.**

By signing up to take a tour at McKamey Manor You are committing to be available to start your tour up to 24 hours prior to your scheduled tour. That means you will be within a 15 min drive of Summertown TN, the day prior to your tour. At anytime within that 24 hour window you can be told to go and complete at task or meet at a location, **failure to do so can result in a cancellation of your tour.**

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## Can you survive a 3 hour horror experience?

Throughout your tour you will have to complete Tasks and Stunts. If you are unsuccessful at 3 Tasks, and or 3 Stunts, your tour is over.



*One of the many stunts you may experience on your tour. Navigate through a 150 yards of rodents, rat traps, and electric fences.*

You will be in a stunt until you tap out or complete the activity. Some stunts have a time limit and that will be stated prior to the start of the activity. At the time of tapping out of a stunt or running out of time, you will be re-evaluated to make sure you are physically and mentally capable of continuing.

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If at any point in your tour when you feel you have reached your limit and can't take anymore, you can yell out those magic words "I QUIT," and then recite the rest of your safe phrase. Below is your safe phrase, once said your tour is legally over and cannot start back up.

*"My name is \_\_\_\_\_ (if you talked any trash mention the trash you talked and how you were wrong, or you can say anything entertaining ). I came all the way from \_\_\_\_\_, just to have the McKamey Manor eat my lunch, take my milk money and kick my butt. And I Quit! You really don't want to do this!"*

After saying your safe phrase your tour will be over., and you will then be blindfolded. Russ will then put you back in the truck and drop you off at the pickup location. At this point we ask when you get to your car before you even leave to do a live feed exit interview in the closed group. Instructions for exit interview are listed in the live feed section of this packet.

## **You will need to bring the following items**

**\*A \$60 donation is optional and much appreciated. A lot of time and effort goes into each tour and this donation will help the Manor continue.**

- 50lb bag of dry dog food
- 1 box of dog treats
- 1 roll colored duct tape
- Pack AA batteries
- Glitter and face paint.
- 2 helium filled balloons
- Bring (REAL) food and drink
- Several Towels  
(They will get ruined.)
- Photo copy of drivers license, sports physical, and insurance.
- Ear plugs, gloves, and onesie.



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## Live Feeds

This section will go over how to coordinate, film and post live feeds for the week of your tour. 24 hours prior to your tour date, you could be told at a moments notice that you need to make a live feed. Please familiarize yourself with the process so that everything can run seamlessly. **Not going Live when told can result in cancelation of your tour.**

At some point during the week prior to your tour date, Russ may bring you into one of his live feeds. You will need headphones and your phone setup to allow facebook to access your camera. When doing live feeds, the phone needs to be in the horizontal position prior to starting the feed or it will not work. **Not doing live videos when asked to can result in cancellation of tour.**

## Filming Rules

**These rules go for anyone being recorded including yourself.**

- Any person recorded must give permission on camera to be filmed.
- No one under 18 is to be filmed.
- No cursing
- No smoking
- No drinking
- Nothing inappropriate or dangerous.
- All filming done in horizontal position.



*"Everyone goes a little mad sometime."*

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## Intro Video

10 mins intro video is required. **Not Doing an Intro video by a given time WILL result in cancellation of your tour.** You also need to make a post a hour prior in the closed group letting people know you will be doing your introduction video. In this video tell us about yourself and why you want to take on the Manor. Your story can be fake or true, it doesn't matter just have fun with it. Confidence level on a scale of 1 to 10, and how long you think you will last in the actual Manor. Also list your 5 fears and phobias. Feel free to answer any questions the fans ask during your live feed. Trash talk is always welcome, just keep it appropriate and follow the filming rule standards.

## Tour Day Pre-Arrival Video

You must post a 5 min Live Feed in the closed group 10 mins prior to show time. You need to once again talk about your confidence level and how you are physically and mentally feeling on a scale of 1-10. Again answer any and all questions in the live feed to help fill the time.



*This is just one of the Manors pets you may meet!*

## Exit Interview

After your tour, before you even drive away, we want to hear from you. Go live and tell the fans about your experience, (without giving away any surprises to the future contestants.) Be honest in this video, and let us know how your feeling, where your mind is at, and if you would ever again take on the McKamey Manor challenge.

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# MCKAMEY MANOR CONTRACT

## PERSONAL RELEASE FORM

I hereby authorize and grant to Russ McKamey (“the Producer”) and the McKamey Manor crew 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 and McKamey Manor crew 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 “the Recording” in this Release includes any all edited versions made by the Producer and, further, includes any previously recorded material of me by the Producer.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

Agreed and accepted by the Releasor (signature above)

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Home Address: \_\_\_\_\_

(Street)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Producer) Date: Russ McKamey

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## **NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_ (Date) by and between Russ McKamey (the “Disclosing Party”) of McKamey Manor, located in Huntsville Alabama, and Summertown Tennessee, and \_\_\_\_\_ (Recipient’s name) (the “Recipient” or Receiving Party”), located at \_\_\_\_\_, \_\_\_\_\_, (Recipient’s Address).

The Recipient here to, desires and agrees to be an Actor and/or Builder and/or Attendee in relation to secure McKamey Manor 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 acknowledge, 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 form, whenever and how disclosed, including, but not limited to:

- (i) any form of marketing plan, strategies, financial information or projection’s 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, and customer or supplier lists;
- (iii) any scientific, technical or data information, invention, design, process, procedure, formula, improvement, 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 its Confidential Information as trade secrets.

### **Confidential Information Disclosure**

The Disclosing Party may deem it necessary from time to, time disclose or make available to the Receiving Party Confidential Information. It shall then become the responsibility of the Receiving Party to:



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- (i) limit the disclosure of any Confidential Information belonging to the Disclosing Party to the Receiving Party's director's 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 Agreement and require such Representatives to keep the Confidential Information confidential; (iii) shall keep all Confidential Information strictly confidential by way of way 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 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 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 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 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 Disclosed 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 without liability.

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## **Independent Development**

Receiving Party may currently, or 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 of 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 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 cost 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 Discloser 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 there from and all other documents, material, 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 or 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

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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 at 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 under any legal obligation of any kind whatever 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 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 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 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 the Agreement.

### **Entire Agreement**

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This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understands and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be 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 Tennessee 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 Tennessee 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.

### **Sever ability**

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 enforcement 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, receipt requested, postage prepaid, in each case, to the aforementioned address of the other party, or another 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 received (i) in the case of personal delivery or email on the date said delivery, (ii) in the case of a 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 such mailing.



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**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 marking 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 heading used in this Agreement are for reference only and shall be used or relied upon in the interpretation of this Agreement.

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

By: McKamey Manor

\_\_\_\_\_ Russ McKamey  
\_\_\_\_\_ Signature  
\_\_\_\_\_ Printed Name  
\_\_\_\_\_ Address  
\_\_\_\_\_ Telephone Number  
\_\_\_\_\_ Email Address

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## **Non-Disparagement Agreement**

THIS NON-DISPARAGEMENT AGREEMENT is made and entered into as of \_\_\_\_\_  
(Date) by and between Russ McKamey (“McKamey Manor”) of McKamey Manor is located in  
Huntsville Alabama and \_\_\_\_\_ (Participant’s name) (the “Participant” or  
“Receiving Party”), located at \_\_\_\_\_,  
\_\_\_\_\_(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  
agrees to pay McKamey Manor \$50,000 as damages. Similarly, McKamey Manor has the right to sue  
Participant in the County court system if damages are not paid.

\_\_\_\_\_ Participant Signature

\_\_\_\_\_ Date

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

**1. REGISTRATION OF PARTICIPANT AND PURPOSE 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” (hereby referred to as “MM”), haunt located in a variety of  
locations, and other haunts at various locations.

Participant’s signature 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 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 heir, assignees and agents and any 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 this is just a game.**

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#### **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 acknowledge of the known risk.

#### **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 costs associated therewith including deductibles.

**6. GENERAL RELEASE:** Release by party participant to the 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, assign, employees, 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, injuries and/or damages cause by, arising out of, associated with, relation or pertaining to or resulting from any and all acts or omissions in connection with this participation by participant and any 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 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 the contestant/guest understand that he or she does hereby voluntarily RELEASES, DISCHARGES, WAIVERS, AND RELINQUISHES any and all actives or causes action for personal injury or loss of my property, property damage or wrongful death occurring to him/herself arising as a result of 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 Tennessee, which reads as follows:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT 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 risks of any and all claims for damages which exist as of this date, but of which the Participant does not know or suspect 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 laws 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 consequence of this Waiver, Release and Indemnity Agreement and Release; that the terms of this Waiver, Release and Indemnity Agreement have been completely read 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 Tennessee Law the Participant agrees to defend, pay on behalf, indemnify MCKAMEY MANOR and its agents and assigns, as well as it's actors, as they are more fully describes in General Release, against any claims, causes of action, demands suits or loss includes 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 Tennessee and the Superior Court of Tennessee, County of Lawrence, 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 costs incurred in seeking enforcement

**12. MEDIATION AND ARBITRATION AGREEMENT:** Participant agreement to engage in mediation efforts before taking about formable principals or agents, assignees of MCKAMEY MANOR. If not resolved Participant agrees to arbitration of this dispute before a mutually acceptable arbitrator



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**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, 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 insure to the benefit of the electors, administrators, personal representatives, heirs, successors and assigns of each.

**16. COUNTERPARTS AND FACSIMILE OR SCANNED COPIES:** This Wavier, Release and Indemnity Agreement may be executed in counterparts 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.

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**Stand Alone Contract is to be filled out at contract signing**, all other pages must be filled out prior to arrival at tour.

**STAND ALONE CONTRACT**

I, \_\_\_\_\_, on \_\_\_\_\_, agree that I am a willing participant in McKamey Manor and I am not under any duress, that I am participating and signing of my own free will.

I acknowledge, agree and consent for the tour to start immediately, and that the remainder of the contract will be signed at a later time during the show/tour. By signing this Stand Alone Contract, I am agreeing to be interacted with, roughed up, mentally challenged, physically challenged, and participate in all events as if I had actually signed the Waiver, Release, and Indemnity Agreement, the Personal Release form, the Nondisclosure Agreement, and the Non-Disparagement Agreement in its entirety.

THE POLICE HAVE BEEN INFORMED BY CALLING (931) 762-0450 OF THE MOVIE THAT IS BEING SHOT AND THE SCHEDULE OF EVENTS FOR TODAY. THE PHONE CALL WAS WITNESSED BY \_\_\_\_\_ AT (TIME/DATE)\_\_\_\_\_.

Dated\_\_\_\_\_

Printed Name:\_\_\_\_\_.

Signature: \_\_\_\_\_.