

THE HAUNTED CONVENT

GUEST PARTICIPATION AGREEMENT, RISK ACKNOWLEDGMENT, SAFETY RULES, RELEASE, HOLD HARMLESS, COVENANT NOT TO SUE & LIMITED INDEMNITY

Covington, Louisiana | Release Version: HC-RELEASE-REV19-2026-09-23

IMPORTANT — THIS AGREEMENT AFFECTS LEGAL RIGHTS

PLEASE READ THIS ENTIRE AGREEMENT BEFORE ELECTRONICALLY ACCEPTING IT.

Louisiana Civil Code article 2004 makes null an advance clause that excludes or limits liability for intentional or gross fault and an advance clause that excludes or limits liability for causing physical injury. Accordingly, this Agreement does NOT attempt to waive, release or limit any claim that Louisiana law prohibits from being waived, released or limited in advance.

This Agreement is intended to provide the broadest lawful protection through clear warnings, voluntary participation, mandatory safety rules, acknowledgment of ordinary inherent attraction risks, responsibility for participant misconduct, and release, hold-harmless, covenant-not-to-sue and limited-indemnity provisions only to the maximum extent permitted by Louisiana law.

1. CONSIDERATION AND SCOPE

In consideration of being permitted to purchase or use a ticket, enter the event property, use event facilities, or participate in The Haunted Convent and related event activities, I voluntarily enter into this Agreement for myself.

If I electronically accept this Agreement for a minor, I also make the parent/legal-guardian representations, acknowledgments, consents and agreements contained below.

This Agreement applies to my presence in or use of:

- event parking and vehicle areas;
- pedestrian approaches and walkways;
- queues and staging areas;
- ticketing and check-in;
- restrooms;
- food, beverage, photo and guest-experience areas;
- exterior entertainment areas;
- ingress and egress;
- the interior haunted attraction;
- temporary walls and pathways;
- props and scenery;
- emergency and assembly areas; and
- all other property, facilities, services or activities operated, occupied or controlled in connection with The Haunted Convent.

2. PROTECTED PARTIES

For purposes of this Agreement, "Protected Parties" means collectively:

Haunted Convent Covington, LLC; JSB HWY 25 LLC; JSB Interests, LLC; John S. Bowers, III, individually; Barrister Global Services Network, Inc.; Barrister Construction, LLC; Barrister Premier Properties, LLC; and any other entity directly or indirectly owning, leasing, developing, constructing, managing, promoting, staffing, supplying, sponsoring, insuring, supporting or operating the property or The Haunted Convent event.

Protected Parties also include, to the extent legally entitled to protection, the respective current and former parents, subsidiaries, affiliates, commonly owned or controlled entities, members, managers, officers, directors, shareholders, owners, employees, agents, representatives, insurers, property owners, landlords, tenants, contractors, subcontractors, vendors, concessionaires, security personnel, volunteers, successors, assigns, heirs and personal representatives of the foregoing.

HC-RELEASE-REV19-2026-09-23

This definition is intended to protect persons and entities legally associated with the ownership, development, construction, management, staffing, supply, promotion and operation of The Haunted Convent, but only to the extent Louisiana law permits the protection asserted.

3. NATURE OF THE ATTRACTION AND SPECIFIC WARNINGS

The Haunted Convent is a temporary theatrical haunted attraction intentionally designed to surprise, startle and frighten participants.

The experience may include:

- darkness or low-light conditions;
- sudden or loud sounds;
- actor performances;
- rapid or unexpected actor appearances;
- startling movements;
- flashing or strobe lighting;
- theatrical lighting;
- simulated storm effects;
- enclosed-feeling passages;
- temporary pathway walls;
- props;
- scenery;
- changing visual conditions; and
- other sensory or theatrical effects associated with a haunted attraction.

The broader event grounds may include:

- grass;
- gravel;
- roots;
- curbs;
- ramps;
- temporary walking surfaces;
- temporary lighting;
- protected electrical cords or equipment;
- wet or muddy conditions;
- weather exposure;
- insects;
- crowds and queues;
- portable restrooms;
- vehicle traffic;
- pedestrian traffic;
- vendors; and
- other ordinary conditions associated with an outdoor seasonal event.

These warnings identify material features and conditions of the event but are not intended to imply that they are the only conceivable conditions or risks.

4. HEALTH AND SENSORY NOTICE

Persons with a condition that may be adversely affected by a dark, startling or sensory-intensive environment should determine whether participation is appropriate for them.

Relevant conditions may include:

- photosensitive seizure disorders;

- serious heart or cardiovascular conditions;
- respiratory conditions;
- severe sensitivity to flashing lights or loud sounds;
- significant balance or mobility limitations; or
- conditions involving panic, anxiety or sensitivity to sudden frightening stimuli.

This notice does not require disclosure of confidential medical information.

If I become injured, ill, distressed, disoriented or unable to continue safely, I will promptly notify a Guide or staff member.

I understand that I may request assistance or an exit.

5. MANDATORY GUEST SAFETY RULES

I agree to follow all posted warnings, rules, barriers and reasonable instructions from Guides, event staff, security, safety personnel, police, firefighters, EMS and other emergency responders.

I will:

- remain with my assigned group unless directed otherwise;
- walk rather than run;
- maintain reasonable control of my movements even when startled; and
- promptly notify staff if I require assistance.

I will NOT:

- touch, grab, strike, push, threaten or harass actors, employees or other guests;
- intentionally interfere with props, scenery, temporary walls, barriers or safety equipment;
- run, shove, fight or engage in horseplay;
- intentionally separate from my assigned group;
- enter staff-only or restricted areas;
- cross or bypass barriers;
- obstruct an exit, aisle, pathway or emergency route;
- climb on walls, props or scenery;
- interfere with extinguishers, smoke detection, emergency lighting, exit signage or electrical equipment;
- possess a prohibited weapon;
- possess or use an open flame;
- smoke or vape where prohibited;
- possess or use illegal drugs; or
- bring hazardous or prohibited items into the event.

Management may deny entry or remove a participant who violates these rules or whose conduct reasonably creates a safety, security or operational concern.

6. EMERGENCY INSTRUCTIONS

If staff announce **STOP SHOW**, or if an emergency instruction is given, I understand that theatrical performance has stopped and real-world safety instructions control.

I agree to pay attention immediately and follow instructions to:

EVACUATE — HOLD — SHELTER — RELOCATE — EXIT — REMAIN IN PLACE

or take another reasonable protective action directed by event personnel or public responders.

I understand that in certain security emergencies, including an active hostile threat, the safest response may differ from ordinary fire evacuation, and I will follow the instructions of event personnel, police or other emergency responders.

7. VOLUNTARY PARTICIPATION AND ACKNOWLEDGMENT OF ORDINARY INHERENT RISKS

I voluntarily choose to participate after receiving the warnings contained in this Agreement.

I understand that even when reasonable safety precautions are employed, a haunted attraction and seasonal event contain ordinary conditions and inherent risks that cannot necessarily be eliminated without fundamentally changing the experience.

Those ordinary inherent risks may include:

- being startled;
- reacting unexpectedly to darkness, sound, lighting or actor performances;
- moving through low-light environments;
- encountering changing weather or outdoor surface conditions; and
- being near participants who themselves react unexpectedly when frightened.

I agree to exercise reasonable care for my own safety and to comply with event rules and instructions.

Nothing in this Section waives, releases or limits any claim that Louisiana law prohibits from being waived, released or limited in advance.

8. RELEASE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE — MAXIMUM LAWFUL SCOPE

TO THE FULLEST EXTENT PERMITTED BY LOUISIANA LAW, I RELEASE, ACQUIT AND DISCHARGE THE PROTECTED PARTIES, AGREE TO HOLD THEM HARMLESS AS TO RELEASED CLAIMS, AND COVENANT NOT TO ASSERT OR MAINTAIN AGAINST ANY PROTECTED PARTY A RELEASED CLAIM.

For purposes of this Agreement, "Released Claim" means a claim that Louisiana law permits to be prospectively released, including, where legally permissible:

- loss of or damage to personal property;
- theft or loss of personal belongings;
- theft or loss of property from vehicles;
- loss of use;
- economic loss;
- incidental or consequential loss;
- non-physical emotional or mental distress or fright-related claims that may lawfully be released;
- claims resulting from my failure to comply with posted warnings, safety rules, barriers or reasonable instructions;
- claims arising from ordinary inherent conditions of the attraction or event grounds; and
- claims based upon ordinary negligence only to the extent Louisiana law permits that particular claim to be prospectively released.

THIS RELEASE EXPRESSLY DOES NOT APPLY TO:

- (a) a claim for physical injury or death to the extent Louisiana law prohibits its advance waiver, release or limitation;
- (b) intentional or gross fault;
- (c) any claim, cause of action or remedy that applicable law otherwise makes non-waivable; or
- (d) any other liability that legally cannot be prospectively waived, released or limited.

The parties intend this provision to provide the maximum lawful protection available to the Protected Parties without extending beyond what Louisiana law permits.

If any category of Released Claim cannot lawfully be released, that limitation shall not diminish the enforceability of any remaining lawful provision or Released Claim.

9. PARTICIPANT RESPONSIBILITY

I remain responsible for consequences resulting from my:

- intentional misconduct;
- reckless misconduct;
- unlawful conduct;
- prohibited conduct;
- intentional or reckless violation of event rules;
- intentional interference with safety equipment;

- assaultive conduct; or
- intentional or reckless damage to persons or property.

Nothing in this Agreement gives me permission to disregard any event rule, warning, barrier or instruction.

10. LIMITED DEFENSE, INDEMNITY AND HOLD HARMLESS FOR PARTICIPANT-CAUSED CLAIMS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, I agree to defend, indemnify and hold harmless the Protected Parties from third-party claims, demands, damages, liabilities, judgments, losses, costs and reasonable attorneys' fees to the extent caused by my own:

- intentional misconduct;
- reckless misconduct;
- unlawful conduct;
- prohibited conduct;
- material violation of the Guest Safety Rules;
- assault or harassment of another person; or
- intentional or reckless property damage.

This indemnity is directed only to claims caused by my own conduct described above.

It does NOT require me to indemnify a Protected Party for that Protected Party's intentional or gross fault, any non-waivable physical-injury claim, liability that Louisiana law prohibits from being shifted, or any other obligation prohibited by applicable law.

11. EMERGENCY MEDICAL ASSISTANCE

If I appear to require emergency assistance, I authorize event personnel to:

- contact 911;
- summon police, fire or EMS; and
- provide or arrange reasonable first aid, CPR, AED use, bleeding-control assistance or other emergency assistance within the responder's training until public responders arrive.

I understand that responding EMS personnel determine appropriate treatment, transportation and destination.

To the extent permitted by law, I remain responsible for charges billed directly to me by third-party medical or transportation providers.

This provision is not intended to release negligent medical care or any other claim that cannot lawfully be waived.

12. REFUSAL OF ENTRY, REMOVAL AND PROTECTIVE DIRECTIONS

The Haunted Convent may refuse entry, suspend participation, relocate or remove a participant when management reasonably determines that action is necessary for:

- safety;
- security;
- rule enforcement;
- crowd control;
- intoxication or impairment;
- disruptive conduct;
- protection of guests or staff;
- emergency response;
- property protection; or
- regulatory compliance.

I agree to follow reasonable instructions from management, security, event personnel and law enforcement concerning removal, relocation or protective action.

13. MINOR PARTICIPANTS — PARENT / LEGAL GUARDIAN CONSENT, ACKNOWLEDGMENT & AGREEMENT

A participant under eighteen (18) years of age may participate only through The Haunted Convent's approved minor-participation process.

The required consent and electronic acceptance for a minor must be completed by the minor's parent or legal guardian, or by another person whose lawful authority to consent is specifically accepted by The Haunted Convent.

By electronically accepting this Agreement for a minor, I represent and warrant that I am:

- the minor's parent;
- the minor's legal guardian; or
- another person who possesses lawful authority specifically accepted by The Haunted Convent to consent to the minor's participation.

I expressly CONSENT TO AND AUTHORIZE THE MINOR'S PARTICIPATION after reviewing the nature of the attraction, specific warnings, health and sensory notices, ordinary inherent risks, Guest Safety Rules, emergency procedures and other material terms of this Agreement.

I agree to explain applicable warnings and rules to the minor in an age-appropriate manner and to instruct the minor to obey all event rules, barriers, signs and reasonable instructions from Guides, staff, security and emergency responders.

TO THE MAXIMUM EXTENT PERMITTED BY LOUISIANA LAW, AND IN MY INDIVIDUAL CAPACITY AS PARENT OR LEGAL GUARDIAN, I RELEASE, DISCHARGE AND HOLD HARMLESS THE PROTECTED PARTIES, AND COVENANT NOT TO SUE THEM, WITH RESPECT TO MY OWN RELEASED CLAIMS ARISING OUT OF OR RELATING TO THE MINOR'S PARTICIPATION, TO THE SAME EXTENT THOSE CLAIMS COULD LAWFULLY BE RELEASED IF THEY AROSE FROM MY OWN PARTICIPATION.

To the maximum extent permitted by law, I further agree that the Participant Responsibility and Limited Defense, Indemnity and Hold Harmless provisions apply to claims, losses or property damage caused by the minor's intentional, reckless, unlawful or prohibited conduct, only to the extent legally attributable to me or lawfully assumed by me.

IMPORTANT LIMITATION REGARDING MINORS

THIS AGREEMENT DOES NOT PURPORT TO WAIVE, RELEASE OR LIMIT THE MINOR'S OWN CLAIM FOR PHYSICAL INJURY OR DEATH, INTENTIONAL OR GROSS FAULT, OR ANY OTHER CLAIM THAT LOUISIANA LAW DOES NOT PERMIT TO BE WAIVED, RELEASED OR LIMITED IN ADVANCE.

I authorize event personnel, when reasonably necessary, to contact 911 and obtain emergency medical assistance for the minor until I or another legally authorized person can assume responsibility, with public EMS determining appropriate treatment and transportation.

A participant under eighteen (18) must be accompanied by a parent or legal guardian for admission and participation unless The Haunted Convent has expressly approved another lawful arrangement.

The Haunted Convent may request reasonable identification or confirmation of age, identity, relationship or guardian authority.

14. CONSENT TO ELECTRONIC TRANSACTION

I expressly consent to conducting this participation-agreement, consent and release process electronically.

I understand and agree that my affirmative electronic actions described below are intended to constitute my electronic signature and acceptance of this Agreement.

I may decline to conduct this transaction electronically by not completing the electronic acceptance process.

A participant required to accept this Agreement may not enter or participate unless the required acceptance has been completed through an approved process.

Electronic records relating to acceptance of this Agreement may be retained by The Haunted Convent as evidence of the transaction and assent.

15. ELECTRONIC ACCEPTANCE AND CLICK-BOX EXECUTION

This Agreement must be presented as a separate, conspicuous and mandatory electronic acceptance step.

It may not be hidden solely within:

- general website Terms & Conditions;

- a privacy policy;
- marketing consent;
- promotional material; or
- another unrelated bundled authorization.

Before electronically accepting this Agreement, the participant or authorized parent/legal guardian must:

1. receive or have conspicuous access to the complete then-current Agreement;
2. have a reasonable opportunity to review it;
3. be provided a means to retain, save, download or print the Agreement;
4. affirmatively select a required acceptance box that is unchecked by default; and
5. complete the associated affirmative purchase, continue, submit, check-in, admission or equivalent electronic action.

ELECTRONIC SIGNATURE

BY AFFIRMATIVELY CHECKING THE REQUIRED ACCEPTANCE BOX AND COMPLETING THE ASSOCIATED AFFIRMATIVE ELECTRONIC ACTION, I INTEND THOSE ELECTRONIC ACTIONS TO CONSTITUTE MY ELECTRONIC SIGNATURE AND MY AGREEMENT TO BE LEGALLY BOUND BY THE ENFORCEABLE TERMS OF THIS AGREEMENT.

No handwritten, drawn or separately typed signature is required when the electronic acceptance process described in this Section is used.

The applicable electronic system should prevent completion of the purchase, check-in or admission step until the required acceptance has been affirmatively completed.

16. MULTIPLE-TICKET ORDERS, INDIVIDUAL ADULT ACCEPTANCE AND TRANSFERS

A purchaser may purchase multiple tickets.

However, one competent adult's electronic acceptance does NOT constitute acceptance of this Agreement on behalf of another competent adult merely because that person:

- purchased the other adult's ticket;
- paid for the ticket;
- reserved the ticket;
- possesses the ticket;
- assigned the ticket; or
- transferred the ticket.

A competent adult may electronically accept this Agreement:

- for himself or herself; and
- for a minor only where that adult possesses the lawful authority required by Section 13.

EACH ADULT ACCEPTS FOR HIMSELF OR HERSELF

Each competent adult participant must personally complete the required electronic acceptance process before entering or participating in The Haunted Convent.

If another adult's acceptance is not completed during the original purchase, The Haunted Convent may obtain it before admission through an approved electronic process, including:

- a ticket-specific electronic release page;
- secure electronic link;
- QR-code process;
- check-in device; or
- another controlled electronic acceptance method.

Where reasonably practicable, that acceptance should be associated with the particular ticket or admission record used by that participant.

A ticket transfer, reassignment or resale does not transfer the prior participant's acceptance or Release.

A new competent adult participant using a transferred or reassigned ticket must personally accept the then-current Agreement before admission or participation.

The Haunted Convent may deny or delay check-in, activation or admission until the required participant-specific electronic acceptance has been completed.

17. ELECTRONIC ATTRIBUTION, EVIDENCE, VERSION CONTROL AND RECORD RETENTION

The Haunted Convent may retain electronic evidence reasonably necessary to establish:

- the Agreement presented;
- the applicable Release version;
- the transaction or admission record;
- the participant or authorized adult to whom the acceptance is reasonably attributable;
- the ticket associated with the acceptance where available;
- the affirmative acceptance event; and
- the date and time of acceptance.

The retained record may include, as available through the ticketing, checkout or electronic acceptance system:

- purchaser or participant name;
- adult age attestation;
- email address;
- participant or ticket assignment information;
- parent/legal-guardian relationship or representation where applicable;
- order, cart, transaction or ticket reference;
- participant-to-ticket association;
- date and timestamp;
- exact Release version;
- affirmative checkbox-acceptance event;
- associated purchase, continue, submit, check-in or equivalent affirmative action;
- transaction, session or acceptance identifier;
- available IP-address information;
- available device or browser information;
- authentication information;
- system audit information; and
- other records generated in the ordinary course that reasonably assist in attributing acceptance to the applicable participant or authorized adult.

The affirmative checkbox acceptance and associated electronic action constitute the electronic-signature process described in this Agreement.

VERSION CONTROL

The exact version of this Agreement presented at the time of acceptance must be reasonably capable of later identification.

Each materially revised Agreement should receive a new version identifier.

The system should preserve an immutable or otherwise reliable copy of the exact Agreement associated with each version, such as:

- an archived electronic copy;
- PDF snapshot;
- controlled document version;
- cryptographic hash; or
- another reliable version-control method.

Electronic records should be retained in a form that accurately reflects the transaction and remains reasonably accessible for later reference in accordance with management's record-retention policy, insurer requirements and advice of counsel.

The participant or accepting adult should be permitted to retain, save, print or download the applicable Agreement, and a copy or continuing electronic access should be provided or made available following acceptance.

18. LOUISIANA LAW; SEVERABILITY; MAXIMUM LAWFUL ENFORCEMENT

Louisiana law governs this Agreement.

Nothing in this Agreement changes or eliminates any protection or right that Louisiana law makes non-waivable.

If any provision, sentence, phrase or portion of this Agreement is determined to be invalid, unlawful or unenforceable, that portion shall be limited, modified or disregarded only to the minimum extent legally necessary.

The remaining lawful provisions shall continue in effect to the maximum extent permitted by law.

The parties expressly intend that this Agreement receive the broadest lawful enforcement available without invalidating enforceable provisions by attempting to waive rights that cannot lawfully be waived.

19. ENTIRE PARTICIPANT AGREEMENT REGARDING RELEASE

This Agreement constitutes the participant's agreement concerning:

- warnings;
- risk acknowledgment;
- Guest Safety Rules;
- voluntary participation;
- release;
- hold-harmless provisions;
- covenant not to sue;
- participant responsibility; and
- limited indemnity addressed herein.

Website advertising, promotional materials, verbal statements or other communications do not expand this Release beyond what is written here and permitted by Louisiana law.

Nothing in this Agreement eliminates The Haunted Convent's obligation to comply with applicable permits, life-safety requirements, insurance obligations or mandatory law.

The separate ticketing provision concerning estimated admission windows and VIP Fast Pass priority governs admission sequencing and timing only.

That separate admission provision does not modify, expand, reduce or replace this Guest Participation Agreement or Release.

KEY ACKNOWLEDGMENTS INCORPORATED INTO ELECTRONIC ACCEPTANCE

By affirmatively checking the mandatory acceptance box and completing the associated affirmative electronic action, I specifically acknowledge and agree that:

- I consent to conducting this transaction electronically.
- I have received or had conspicuous access to this Agreement.
- I have had a reasonable opportunity to review it.
- I have been provided a reasonable means to retain, save, download or print the Agreement.
- I understand that this Agreement affects legal rights.
- Louisiana law does not permit an advance waiver of certain claims for physical injury or intentional or gross fault, and this Agreement does not purport to waive claims that cannot lawfully be waived.
- The Release, Hold Harmless and Covenant Not to Sue apply only to the maximum extent Louisiana law permits.
- I have read or had a reasonable opportunity to read the Guest Safety Rules.
- I agree to comply with the Guest Safety Rules and emergency instructions.
- My intentional, reckless, unlawful or prohibited conduct may make me responsible for resulting claims, losses or property damage.
- If I am a competent adult participant, I am accepting this Agreement for myself.
- I cannot accept this Agreement on behalf of another competent adult merely because I purchased that person's ticket.

- Each competent adult participant must personally complete the required electronic acceptance before entering or participating.
- If I am accepting for a minor, I represent that I possess the lawful authority required by this Agreement and expressly consent to the minor's participation.
- This Agreement does not purport to waive the minor's own claim where Louisiana law does not permit that claim to be waived in advance.
- My affirmative click-box acceptance and associated electronic action are intended to constitute my electronic signature and agreement to be legally bound by the enforceable provisions of this Agreement.

ELECTRONIC ACCEPTANCE AND SIGNATURE CERTIFICATION

BY CHECKING THE REQUIRED ACCEPTANCE BOX AND COMPLETING THE ASSOCIATED AFFIRMATIVE ELECTRONIC ACTION, I UNDERSTAND AND AGREE THAT I AM ELECTRONICALLY SIGNING AND ENTERING INTO A LEGALLY BINDING AGREEMENT THAT INCLUDES A RELEASE OF CLAIMS, HOLD-HARMLESS PROVISIONS, A COVENANT NOT TO SUE, AND A LIMITED INDEMNITY TO THE MAXIMUM EXTENT PERMITTED BY LOUISIANA LAW.

I CONFIRM THAT I HAVE HAD A REASONABLE OPPORTUNITY TO READ THIS AGREEMENT BEFORE ELECTRONICALLY ACCEPTING IT.

REQUIRED RELEASE CHECKBOX

MANDATORY — UNCHECKED BY DEFAULT

☐ I certify that I am at least 18 years old and am accepting this Agreement for myself, or that I possess lawful authority to accept it for the minor participant identified with this ticket or transaction. I consent to the use of electronic records and electronic signatures. I have read or had the opportunity to read the Haunted Convent Guest Participation Agreement, Risk Acknowledgment, Safety Rules, Release, Hold Harmless, Covenant Not to Sue & Limited Indemnity. I understand that this Agreement affects legal rights. By checking this box and continuing, I agree to its enforceable terms and intend my electronic actions to constitute my electronic signature.

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