

HOLD HARMLESS AGREEMENT FOR HAUNTED HOUSE

THIS AGREEMENT is effective the _____ day of _____, 200____, by and between _____, (**OPERATOR OF HAUNTED HOUSE**) hereinafter referred to as the "Operator," _____ (**LANDOWNER WHERE HAUNTED HOUSE IS TO BE LOCATED**) hereinafter referred to as the "Landowner," and **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS**, a county governmental entity, with offices at 200 SE 7th Street, Topeka, Kansas 66603, hereinafter referred to as the "County."

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Operator and Landowner hereby release the County, its officers, agents and employees, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, and particularly on account of all injuries, both to person and property, which may in the future develop due to the operation of a haunted house and/or the County's permitting of the operation of a haunted house which is to be located at _____ (address of haunted house).

2. Operator and/or Landowner agrees to maintain proper insurance as required by Shawnee County Home Rule Resolution No. 2005-8 § 5(9) and hold the County completely harmless from, and accept all liability for, any damage to persons or property which may result from their operation of a haunted house.

3. The parties agree that this Agreement shall be effective on the date last signed below and shall continue in effect until terminated by written agreement signed by all parties.

BY SIGNING BELOW, WE ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTAND THIS AGREEMENT.

Accepted and agreed to:
Operator

Signature of _____

Dated: _____

State of Kansas, County of Shawnee, ss:

BE IT REMEMBERED, that on this ____ day of _____, 200____, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Operator, personally known to me to be the same person who executed the foregoing Agreement as Operator, and said Notary duly acknowledged the execution of the same as the act of said property.

IN WITNESS WHEREOF, I have hereunto on set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My appointment expires:

Accepted and agreed to:
Landowner

Signature of _____
Owner: _____ (property address of haunted house)

Dated: _____

State of Kansas, County of Shawnee, ss:

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Landowner, personally known to me to be the same person who executed the foregoing Agreement as Landowner, and said Notary duly acknowledged the execution of the same as the act of said property.

IN WITNESS WHEREOF, I have hereunto on set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My appointment expires:

Accepted and agreed to:

Anna M. Ortega
Shawnee County Zoning Administrator

Dated: _____