



## White Hill Mansion

Restoration one brick at a time

217 Fourth St, Fieldsboro NJ 08505 • whitehillmansion.org • whitehillinfo@gmail.com

### ***Waiver of Liability***

THIS AGREEMENT is made by 'the signer' hereinafter called the "the participant" and The Friends of White Hill Mansion, hereinafter called "White Hill Mansion," WHEREAS, the participant wants to participate in using and taking photographs, video and/or audio of the White Hill Mansion Site, 217 4th Street, Fieldsboro, NJ 08505, and, WHEREAS, White Hill Mansion agrees to grant the participant the right to take photographs/videos of the building and grounds.

#### **NOW THEREFORE, IT IS AGREED**

White Hill Mansion has the sole right to determine the use and representation of the building and grounds.

The participant acknowledges receipt of the guidelines for photo/film/audio on this Agreement and agrees to comply with the terms and conditions of the Guidelines.

White Hill Mansion or its officers, servants, agents, contractors, or volunteers reserve the right to render this Agreement null and void if the participants violate the rules and Agreement contained herein.

White Hill Mansion reserves the right to render this Agreement null and void if any participant is found smoking or vaping in the building or inside the gate, is believed to be under the influence of drugs or alcohol, or otherwise violates the rules set forth in this Agreement.

As a condition of access to the site, the participant assumes the risk of injury to person or property resulting from his or her use of the premises and does hereby release White Hill Mansion, its officers, servants, agents, contractors, or volunteers, and the township of Fieldsboro from and against any claim, demand or liability arising out of such injury and will protect and indemnify White Hill Mansion and the township of Fieldsboro and those persons released with respect to claim, demand or liability arising out of such injury or equipment damage or loss.

The participant shall be held responsible for any damages to the grounds or building incurred resulting from the use of photographic or video or audio equipment. The participant shall pay a fee equal to the estimated cost to

repair the damages as determined and approved by White Hill Mansion.

The participant agrees to refrain from crossing, entering, or using and building space that is marked with signs, locks, taper, or other types of barricades or as instructed by the staff.

If the participant fails to abide by the obligations and restrictions of this Agreement, White Hill Mansion shall have the option to cancel this Agreement verbally.

White Hill Mansion makes no guarantees or warranties concerning any photography, filmography, audio. In no event shall White Hill Mansion or the Township of Fieldsboro be liable for direct, indirect, special, incidental, or consequential damages which are in any way related to the photography, filmography, or audio.

This Agreement contains the parties' entire Agreement, and there are no other promises or conditions in any additional agreement, whether oral or written.

White Hill Mansion retains the right to remove anyone from the premises who does not follow the terms and conditions contained above or with the terms and conditions outlined in the guidelines.

The failure of either party to enforce any provision of this Agreement shall not be defined as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

1. I am aware the Mansion has mold, lead paint, and tripping hazards.
2. I will only use staircases that are open to the public.
3. I will not light candles, have an open flame or smoke or vape inside the building or inside the fenced area.
4. I will not participate in seances, Ouija boards, table tipping, crossing over of spirits, provoking or bullying of spirits.
5. I will not indulge in alcohol or take illegal drugs on this property or come to said property with alcohol or illegal drugs in my system.
6. I will not use tape or other objects that may damage the walls or floors.
7. I will not sit on roped furniture and/or handle/move artifacts on display.
8. I will leave the premises as I found it. I will not leave my trash behind either inside the Mansion or on the property.
9. I certify that any & all media obtained is for private use only. Media used for profit is strictly prohibited and may be subject to legal consequences.
10. the participants may post video, audio, photos, on personal or professional websites or on social media sites, or displayed to the public. However, you may not sell or profit in any way, including but not limited to books, literature, television, film, radio, photos, videography or audio w/o White Hill's written consent.
11. I understand that in any violation of these rules, ***I will be asked to leave the property without a refund.***
12. *I confirm that I have read and understand all of the above.*
13. I agree to the terms expressed in pages 1 & 2.
14. IN WITNESS WHEREOF, the parties have executed this Agreement.

**Date** \_\_\_\_\_ **Witness** \_\_\_\_\_

**Print Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

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