

# Prospect Place / G. W. Adams Educational Center Waiver of Liability and License to Investigate

## Guidelines for Prospect Place Paranormal Investigations

The Prospect Place Paranormal Investigation is an attempt to document the alleged paranormal activity at Prospect Place in Trinway, Ohio. It offers the public a unique, first hand opportunity to experience and document their own night in one of Ohio's most unique and possibly haunted landmarks.

**REQUIREMENTS:** Prospect Place requires that all participants be 18 years of age or older, have a picture ID, made a reservation, signed and dated this license agreement/waiver of liability, agreed to abide by the rules of the Investigation and paid a minimum investigative/rental fee/donation as specified. We will limit the number of participants to each public investigation to 25. **YOUR RESERVATIONS WILL NOT BE MADE UNTIL YOUR PAYMENT HAS BEEN RECEIVED!**

You **MUST** observe ANY warning signs and areas which are restricted or closed. The use and abuse of recreational, mind altering substances under these conditions can be dangerous, and is forbidden on estate grounds. Anyone caught using alcohol and/or recreational drugs during an investigation will be immediately asked to leave the property with no refund and charges will be pressed with the appropriate authority. Use of drugs at a National Historic Site is a violation of Federal law and will be prosecuted.

1. **GRANT OF LICENSE,** in accordance with this agreement, Prospect Place grants the participant a non-exclusive license to participate in a Paranormal Investigation.

2. **DEFAULTS:** If an investigative participant fails to abide by the obligations of this agreement, Prospect Place or their associates shall have the option to immediately cancel this agreement, provided verbal notice is given to said participant. Reasons for cancellation of license and removal from the premises include: The use or suspected abuse of drugs or alcohol, smoking or open flames inside the building, involvement in any inappropriate behavior to include but not limited to; theft, vandalism, or creating a situation which may put themselves or others at risk of injury. Theft and vandalism are offenses, which will be prosecuted to the fullest extent of the law. We ask that everyone be quiet during the investigation, no harassment of any kind will be tolerated at any point, doing so will be cause to escort said person or persons from the premises and they will not be allowed to return to Prospect Place.

3. **ENTIRE AGREEMENT:** This is to be the entire agreement of the parties and there are not other promises or written conditions in any other agreement either written or oral.

4. **WARRANTIES:** Prospect Place makes no warranties in respect to the Paranormal Investigations that take place upon the property known as Prospect Place of any kind. In no way will Prospect Place be liable for direct, indirect, incidental, or consequential damages that are in any way related to an individual's participation in a Paranormal Investigation upon the property known as and referred to as Prospect Place in this license.

5. **CONDITIONS:** As a condition of attendance, the participant in an investigation shall assume the risk of injuries to their person; physical, emotional, psychological, or injuries to their property and the person and/or property of others (including automobiles and motorcycles) arising out of his or her use of the premises and does hereby release Prospect Place, its trustees, employees, agents, and successors from and against any claim, demand or liability arising out of such injury and will protect and indemnify Prospect Place and those persons released with respect to any claim, demand or liability arising out of such injury. Participants shall be liable for any damages done to Prospect Place by themselves through negligence or intent.

6. **SPECIFIC RESTORATION AND CONSTRUCTION AREA CONDITIONS:**

As the buildings are currently undergoing restoration there may be areas closed due to a variety of conditions. It is the responsibility of the PARTICIPANT to obey any and all instructions, written and oral, denoting closed areas or construction related dangers. Further, PARTICIPANTS are not to enter any areas where power equipment is maintained or stored nor are they to enter areas where work is in progress. The PARTICIPANT is not to use, attempt to use or make operational any tool, power or otherwise that they may encounter in the house. The barn is to be considered off limits at all times with the exception of the 1st floor. Entry into the 3<sup>rd</sup> floor or into 2nd floor of the barn is reason for immediate removal from the premises. Any deviation from this policy is the sole responsibility of the PARTICIPANT. Prospect Place, its Trustees, employees, agents and successors are released from any liability due to failure to comply with this safety policy.

7. **ANIMALS:** You (the participant) are NOT to approach any animal, wild or otherwise, on the estate for ANY REASON. Anyone injured due to failure to comply with this policy releases Prospect Place, its Trustees, employees, agents and successors from any and all liability and legal action with regard to injuries sustained from these animals. The signatory below (the investigatory participant) hereby releases Prospect Place, its Trustees, employees, agents and successors, as well as the Adams family and their trustees, employees, agents and successors from any liability with regard to a Paranormal Investigation taking place on the property known as Prospect Place (the associated grounds of the estate and

the carriage house/barn) and do hereby give up all rights or recourse to legal action of any kind with regard to any injury sustained on said premise through any fault whether that of the above motioned entities or through fault of self or other.

**8. ACCOMMODATIONS:** Guest rooms are available for the use of participants in a Paranormal Investigation. No bedding will be provided and no guarantee as to the cleanliness of mattresses or the rooms in general is made. There are two public bathrooms in the house. Please note that Prospect Place is not tied to a city water source and you should not consume water from the taps. Bottled water will be provided upon request for drinking. The mansion is on a private well system. Well systems are notorious for rust in the water especially in Trinway, Ohio. There may be some staining on tubs, sinks or toilets that is a result of rust although every effort is made to keep these surfaces as clean as possible. We do not issue refunds based on rust staining in the bathrooms. The signatory below (the investigatory participant) hereby releases Prospect Place, its Trustees, employees, agents and successors, as well as the Adams family and their trustees, employees, agents and successors from any liability with regard to a Paranormal Investigation taking place on the property known as Prospect Place (the associated grounds of the estate and the carriage house/barn) and do hereby give up all rights or recourse to legal action of any kind with regard to any injury sustained on said premise through any fault whether that of the above motioned entities or through fault of self or other.

**9. Company and Resident Vehicles:** Company and resident vehicles are parked behind the estate (either outside or in a carport behind the house). Participants are not to approach company/resident vehicles or the carport within 5 feet for any reason. The Participant will take complete responsibility for any damages done by them to any Adams Center or resident vehicle whilst on the property. Participant will consider all lawn and garden maintenance equipment in the same regard as company vehicles.

**10. Allergens and Cleanliness:** I, the Participant, do hereby acknowledge and accept that the site known as Historic Prospect Place Estate is under active construction / restoration. I further acknowledge that I understand that the mansion and grounds are not a finished home and some hazards may be present. I absolve the G. W. Adams Educational Center, Inc., its Trustees and volunteers from any liability with regard to potential hazards which I may encounter. These hazards are (but are not limited to) the following:

- Dust (general old house dust).
- Construction dust due to plaster work.
- Smells congruent with construction and/or demolition such as paint fumes, chemical fumes, etc.
- Scaffolding, ladders and equipment in areas I may enter.
- Animal dander or other animal related allergens (as the mansion was open to the environment for many years such allergens may be present). We STRONGLY recommend you do not leave doors open to the outside as wild animals may wander into the building.

As this is an active construction (restoration) site we make no warranty or guarantee with regard to the cleanliness of the site. Persons with allergies are cautioned strongly to use whatever medications they may be prescribed for such allergies before visiting. Allergic reactions are not the responsibility of the Adams Center or it's staff and we will not be responsible for treatment or financial loss due to allergies which may be present in a participant. If you do not agree to these terms or your allergies are so bad they may present a hazard to your health you should not participate in an activity at the mansion.

**11. DONATIONS AND REFUND POLICY:** As all payments to the G. W. Adams Educational Center for ghost hunting are minimum DONATIONS to a 501(c)(3) organization and are tax deductible there will be NO REFUNDS MADE FOR ANY REASON OUTLINED IN THIS DOCUMENT OR OTHERWISE FOR ANY UNFORESEEN REASON UNLESS DETERMINED APPROPRIATE BY A TRUSTEE OF THE ORGANIZATION.

**G W ADAMS EDUCATIONAL CENTER  
HISTORIC PROSPECT PLACE ESTATE**

**GHOST HUNT WAIVER OF LIABILITY AND LICENSE TO INVESTIGATE  
AGREEMENT:**

By signing below you agree to the terms of the waiver of liability and license to investigate:

NAME (PLEASE PRINT): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TODAY'S DATE: \_\_\_\_\_

DONATION AMOUNT (PAID): \$ \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

This document also constitutes a record of your donation to the Adams Center and will be held in company records for up to seven years. All information is confidential and will not be released to third parties under any circumstances. This document will be filed in the Adams Center offices for a minimum of seven years. Upon destruction of this form it will be shredded and burned in order to protect your privacy and identity.

Thank you.

GWAEC FORM 2015-004