

**MOUNDSVILLE ECONOMIC DEVELOPMENT COUNCIL  
DBA WEST VIRGINIA PENITENTIARY TOURS  
Paranormal License Application and Agreement**

This License Agreement (hereinafter referred to as "this agreement") is effective upon signatures between the Moundsville Economic Development Council (hereinafter referred to as "MEDC"), and the PARANORMAL EVENT PARTICIPANT. Paranormal Events can include, but are not limited to: Private Paranormal Investigations, Ghost Adventures, Twilight Tours, Thriller Thursdays, or any other event that the MEDC plans or creates.

**PLEASE PRINT**

**NAME:** \_\_\_\_\_ **DATE OF PARANORMAL EVENT:** FRIDAY SEPT. 6TH 2019

**MAILING ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** (     ) \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

In this agreement, the party granting the right to use the license is referred to as the MEDC and the party receiving the right is referred to as the PARANORMAL EVENT PARTICIPANT. The parties agree as follows:

**GRANTING OF LICENSE** – That in accordance with this agreement, the MEDC grants the PARANORMAL EVENT PARTICIPANT a non-exclusive license to participate in a PARANORMAL EVENT at the former West Virginia Penitentiary located at 818 Jefferson Avenue, Moundsville, WV.

**PAYMENT OF LICENSE FEE** – The PARANORMAL EVENT PARTICIPANT will pay the agreed upon fee for the PARANORMAL EVENT.

**DEFAULTS** – If a PARANORMAL EVENT PARTICIPANT fails to abide by the obligations of this agreement, the MEDC shall have the option to immediately CANCEL this agreement providing verbal notice is given to said, PARANORMAL EVENT PARTICIPANT. Defaults include, but are not limited to, the suspicion of drugs or alcohol use, smoking inside the facility, entering or straying into restricted areas or areas that are noted to be off limits or involvement in any inappropriate behavior not in keeping with the serious nature of the PARANORMAL EVENT.

**WARRANTIES** – The MEDC makes no warranties with respect to the PARANORMAL EVENT. In no event will the MEDC be liable for direct, indirect, special, incidental or consequential damages that are in any way related to the PARANORMAL EVENT. In addition, the purposeful damage or destruction of the facility will not be tolerated.

**ENTIRE AGREEMENT** – This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

**CONDITIONS** – As a condition of attendance, the PARANORMAL EVENT PARTICIPANT assumes the risk of injury to person or property arising out of his/her use of the facility and premises. In addition, the PARANORMAL EVENT PARTICIPANT does hereby release the MEDC, its trustees, employees, state agents, and successors from and against any claim, demand or liability arising out of such injury. Furthermore, the PARANORMAL EVENT PARTICIPANT will protect and indemnify the MEDC and those persons released with respect to any claim, demand or liability arising out of such injury.

\_\_\_\_\_  
SIGNATURE OF PARANORMAL EVENT PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF MEDC REPRESENTATIVE

\_\_\_\_\_  
DATE