

18 & Over

**Waiver of Liability and Assumption of All Risks
For Participants Age 18 and Over**

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Please Read Carefully

Participant's Name: _____ **(the "Participant")**

Enter your email to receive ROC emails: _____

How did you hear about us?: _____ **radio** _____ **internet** _____ **social media** _____ **flyer** _____ **word of mouth** _____ **other:**

Summary: By signing this waiver you represent and warrant to ROC Ventures that you are 18 years of age or older. Prior to participating in ROC Ventures Halloween-themed Hill Has Eyes event (the "EVENT") in Milwaukee, Wisconsin, you are free to elect one of the following options: (1) sign this Waiver and pay the standard admission fee or (2) do not sign this Waiver and pay the premium admission fee. By signing this Waiver, you are agreeing to assume the risks of participating in the Event and agreeing not to sue The Rock Sports Complex, LLC, ROC Ventures, Milwaukee County Parks, Milwaukee County, City of Franklin or any subsidiaries or affiliates thereof (The "Rock"), or certain other parties described below, for any claims that may arise from your participation in the Event. You assume sole responsibility for injuries or damage you may sustain arising from your participation in this Event, as further detailed below.

1. You Are Solely Responsible for Your Safety; Assumption of risks. You acknowledge that participation in a Halloween event such as the Event, has certain risks that are inherent, which include, but are not limited to: 1) contact or collision with persons, equipment, machines or other objects; 2) man-made water, road and surface hazards; 3) close proximity and/or contact with thick smoke and open flames, barbed wire, pipes, and electric shocks; 3) equipment related hazards (e.g., broken, defective or inadequate equipment, unexpected equipment failure, imperfect course conditions); 4) weather related hazards (e.g., rain or cold); 5) inadequate first aid and/or emergency measures; 6) judgment and/or behavior by you or other participants or by the personnel hosting, working or assisting at the Event; 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks) and/or all risks associated with riding chair lifts.

These inherent risks can cause minor injuries (such as scrapes, cuts and bruises), major injuries (such as broken bones or head injuries), death, damage to property, and other losses. By signing this Waiver, you acknowledge these dangers and assume all risks associated with participation in the Event, including risks arising from your conduct (either as a participant or spectator), the design of the course, the conduct of ROC Ventures and its employees, the conduct of other participants, and the conduct of persons who own or control the premises.

2. You Agree to Not Hold ROC Ventures Responsible. In exchange for participating in the Event you agree to release, and agree not to sue, ROC Ventures and its employees, owners, members, sponsors, advertisers, indemnitees, agents, volunteers, contractors, insurers, suppliers, and affiliated companies from any liability, injuries, death or other damages that may arise from your participation in the Event. This release applies, for example, to injuries or damages related to your conduct, the Event course or equipment, the conduct or equipment of other participants, the design of the Event, the condition of the Event course and facility, and the conduct of ROC Venutres, The Rock, Milwaukee County Parks, Milwaukee County, City of Franklin and/or the other above-named released parties, even if such conduct is negligent.

3. Related Promises. You acknowledge that you have read this Waiver and that you understand its contents. You further agree that this Waiver will continue in full force and effect and shall apply to all of your future visits to the Event. You further represent that your signature below is made of your own free will, after having an opportunity to inspect the course and consider your alternatives, which include not participating in the Event or participating in the Event without signing the Waiver and paying the premium admission fee. You agree that any lawsuits related to this Waiver or the facility shall be filed, and exclusively litigated, in the Circuit Court for Milwaukee County, Wisconsin.

PHOTOS: You acknowledge still photos and video may be taken of you on The Rock premises and may be posted online, to social media and/or may be used in a variety of collateral printed pieces and or other advertising mediums. The pictures/video will be used for the purpose of illustrating, discussing, advertising, and promoting The Hill Has Eyes and / or ROC Ventures.

WARNING You Will **WEAR A HOOD** AND You Will Be **SHOCKED** By An Electric Current. *Do NOT enter if you (i) have a pacemaker, (ii) are pregnant, (iii) are claustrophobic, (iv) have a physical condition impairing your ability to safely navigate haunted forest trails, (v) have a mental condition impairing your ability to handle safely stressful environments, (vi) are sensitive to strobe lights, (vii) have a heart condition. NO intoxicated persons allowed.*

Participant's Name: _____ **Date:** _____

Option #1: Sign here & pay the standard admission fee: _____
I agree to be bound by the terms of this Waiver and the promises made above.

Option #2: Check here _____ *if you choose to pay the premium admission fee and not sign this Waiver.*