

**Waiver of Liability and Assumption of All Risks**  
***For Participants Under the Age of 18 \* Please Read Carefully \****

**Participant's Name:** \_\_\_\_\_ (the "Participant")

**Enter your email to receive MKE Sports & Entertainment email updates:** \_\_\_\_\_

**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 the Nineteen88 Productions, LLC you have the authority to sign this waiver on behalf of the Participant. You are signing this waiver for yourself and on behalf of the Participant. Prior to the Participant's participating in Nineteen88 Productions, LLC 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 Nineteen88 Productions, LLC, The Rock Sports Complex, LLC, MKE Sports and Entertainment, LLC, 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.

**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 Participant 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 Participant's participation in the Event, including risks arising from Participant's conduct (either as a participant or spectator), the design of the course, the conduct of Nineteen88 Productions, LLC 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 Nineteen88 Productions, LLC Responsible.** In exchange for Participant participating in the Event you agree to release, and agree not to sue, Nineteen88 Productions, LLC 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 Participant's participation in the Event. This release applies, for example, to injuries or damages related to Participant's 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 Nineteen88 Productions, LLC, The Rock, MKE Sports & Entertainment, 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 by Parent/Guardian.** 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 Participant's 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 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 Participant 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 MKE Sports & Entertainment, LLC and or Nineteen88 Productions, LLC.

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

The parent/guardian signing this document represents that he or she has the legal authority to (1) sign this Waiver on behalf of the Participant and (2) waive the Participant's legal rights in accordance with the terms of this document. The parent/guardian also represents that he or she has read this Waiver and understands its contents. The parent/guardian further acknowledges that his or her signature below is made voluntarily, after having the opportunity to inspect the course and consider alternatives, which include not allowing the Participant's to participate in the Event or allowing the participant to Participate in the Event without signing the Waiver and for the premium admission fee.

**Participant's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_

**Option #1: Parent signs here & you 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.**

**\*Signature must be notarized unless Parent signs this Waiver at The Rock.**

Notary