



RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“Waiver”)

Parties to Agreement: Six Twenty Five, LLC d/b/a Forsaken Souls Haunted Attraction, a Wisconsin limited liability company (“625”), operates a haunted house amusement attraction at 354 Lake Drive Road, Edgerton, Wisconsin 53534. You, as the undersigned, and, if applicable, your spouse, parent, heirs, assigns, and personal representative, estate, and minor child(ren) (“You” or “Your”) have entered into an agreement to partake in the services and experiences offered by 625. The undersigned acknowledges and agrees that 625 would not allow You to partake in the service and experience provided by 625 or to enter onto the property of 625 unless You fully execute this Waiver.

Photos: You agree that 625 has the irrevocable and unrestricted right to reproduce photos and videos of You related to Your presence on the property of 625 for promotional marketing by 625, and 625 may post such photos or videos on 625’s website or social media accounts. You waive any and all intellectual property ownership related to such photos and videos, including copyright. Nothing in this paragraph shall be construed as granting a license to 625.

Risks/Dangers: You acknowledge and agree that recreational activities related to any experience or service 625 offers are inherently dangerous. The “Dangers” are **the risks of property damage, personal injury, disability and/or death to You and/or to Users as a result of:** Your own actions or inaction; Your or other guests reactions, including, but not limited to, following advice given by any other persons; and the negligence of 625, or its affiliates, or any of its agents, employees, officers, directors, shareholders, or contractors, or of any third parties.

Waiver and Release of Claims: You agree that You are responsible for your own safety while participating in the experience and service offered by 625 and the safety of other guests, that You accept and assume the risk of the above Dangers, and that You assume, subject to the limitations below, full responsibility for any and all harm, injury, damage, and/or death You or other guests may suffer while participating in the services due to the Dangers. **625 reserves all rights under Wisconsin’s Recreational Immunity Statute, Wis. Stat. § 895.52.**

By signing this Waiver, You hereby **waive, release, and discharge, any and all claims for damages against, and agree to hold harmless and covenant not to sue,** 625, each of its affiliates, and each of the agents, employees, officers, directors, shareholders, or contractors of any of the foregoing for any **personal injury, disability, impairment of health, loss of companionship, emotional distress, death, loss of property, or property damage (collectively “Loss”)** You may have or incur as a result of, or that may subsequently arise out of, participation in the experience and or services rendered by 625, including without limitation, the Dangers identified above. Notwithstanding anything herein to the contrary, nothing in this Waiver limits Your rights as to any Loss to the extent caused by the intentional or reckless conduct of 625, any of its affiliates, or any agents, employees, officers, directors, shareholders, or contractors of any of the foregoing.

If any personal or real property damage results from Your actions on the property of 625, including without limitation, damage to the property or equipment owned by 625, damage to third party personal or real property, then You shall pay, or reimburse 625, for all resulting damages. The undersigned shall follow all safety rules set by 625.

The undersigned agrees that the undersigned had sufficient time to read this entire Waiver and had the right to consult legal counsel prior to signing. You agree that if any portion of this Waiver is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Refunds: All payments made to 625 are non-refundable under any circumstances, including but not limited to cancellations, non-participation, or dissatisfaction with the services or products provided. By signing this waiver, you acknowledge and agree that you are not entitled to any refund, credit, or exchange. Any refund or credit issued, if any, shall be at the sole and absolute discretion of 625 and does not constitute a waiver of this no-refund policy.

Opportunity to Bargain: If You do not agree to the terms of this Waiver, then You may choose to: 1) not participate in the experience and services; 2) participate in the experience and services and pay \$500.00 to 625 to cover the cost of potential increased insurance premiums; or 3) participate in the experience and services after negotiating other mutually agreeable terms with the owner of 625, evidenced by a signed agreement. **By signing below, You are indicating that You have considered these options and that You agree to the terms of this Waiver and do not wish to elect one of the other options listed in this paragraph.**

[Waiver continues next page]

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____: I understand that 625 offers a self-guided tour experience once the attraction begins. I further understand that staff may touch or brush up against me due to this event being in close proximity to walls and tight spaces.

_____: I acknowledge that 625 offers an experience involving unanticipated risks that could result in physical or emotional injury. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activities provided by 625.

_____: I agree to comply with all posted rules and follow all verbal instructions provided by staff of 625.

_____: I agree that by initialing here, I have had sufficient time to read this entire document.

Signature (By signing you represent that you have the authority to do so on your own behalf, and on behalf of any minor(s) identified below) By signing below, I agree to the terms of this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement:

Signature

Dated: _____

Print Name

Print Name of minor child(ren), if applicable