

HAUNTED TRAIL WAIVER AND RELEASE OF LIABILITY FORM

CITY OF HARTFORD - PARKS & RECREATION

125 N. Rural St. Hartford, WI 53027

This Waiver and Release of Liability, executed on this 29 day of October, 2020, by _____ (the “undersigned”) in favor of the City of Hartford and its elected officials, officers, employees, and agents including Hartford Community Service INC. & Huth-Ben Pearson International LLC (collectively “Municipality”).

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

BEFORE SIGNING THE WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE AND AN INCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WILL BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ADMINISTRATION AT 262-673-8204 WEEKDAYS BETWEEN 7:30AM-4:30PM

Waiver and Release The undersigned freely, voluntarily, and without duress executes this Waiver and Release under the following terms: The undersigned does hereby release and forever discharge and hold the Municipality harmless from any and all liability, claims, and demands, either in law or in equity, which arise or may hereafter arise from undersigned’s activities with the Municipality. The undersigned understands that this Waiver and Release discharges the Municipality from any liability or claim that the undersigned may have against the Municipality with respect to any bodily injury, personal injury, illness, death or property damage that may result from Undersigned’s activities with the Municipality, **whether caused by the undersigned or by the negligence of the Municipality or its officers, directors, employees, agents, sponsors or otherwise.** However, the Municipality and the undersigned understand that the Municipality is not released from liability for harm incurred by the undersigned which results from the Municipality’s intentional or reckless conduct. The undersigned understands that the Municipality does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness to the undersigned.

Activities: The undersigned desires to engage in the activities related to Haunted Trail. The undersigned understands that the activities may include travel along a variety of trail surfaces being scared by monsters and reaction that includes running from monsters that may result in trips/slips/falls, adverse weather conditions, any injuries resulting from being scared by monsters including broken bones, bruises, muscular sprains and strains, and stress to the nervous system, skeletal system, circulatory system and respiratory systems, ETC. The undersigned hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the Municipality from any and all liability for injury, illness, death, or property damage resulting from the Activities and caused by the undersigned or by the negligence of the Municipality.

Medical Treatment: The undersigned does hereby release and forever discharge the Municipality from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the undersigned’s activities with the Municipality.

Photographic Release: The undersigned does hereby grant and convey unto the Municipality all right, title, and interest in any and all photographic images and video or audio recordings made by the Municipality during the undersigned’s Activities with the Municipality, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Construction of Waiver and release and Severability: The undersigned expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The undersigned agrees that in the event that any clause or provision of this Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable.

I have read this Waiver and Release of Liability thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release of Liability.

PLEASE CIRCLE HAUNTED TRAIL TIME SLOT : 5:30PM 6:00PM 6:30PM

Participant Name: _____ **DOB:** ____/____/____
(print name legibly) First Name Middle Initial Last

Address: _____
Undersigned’s Address Zip State

Phone #: _____ **Email:** _____

Signature & Date _____
Signature (If Minor, Parent Signature) Date