

Special Event Activity Waiver Form

THIS SPECIAL EVENT ACTIVITY WAIVER FORM (this "Waiver") dated this _____ day of _____, 2023.

IN CONSIDERATION of being allowed to participate in the Activity and other good and valuable consideration, the receipt of which is hereby acknowledged, I _____ of _____ (Address)
Age: _____, Date of Birth: _____, (the "Participant")

agree with:

Spirit Halloween Superstores, LLC of 6826 Black Horse Pike, Egg Harbor Township, NJ 08234, USA (the "Activity Provider and "Licensee")

and

Manchester TIC LLC, Trenton TIC LLC, U.S. Realty Financial TIC LLC & 5301 PH TIC, LLC and WFBT, LLP ("Licensor") c/o U.S. Realty Management Co., LLC, 3003 English Creek Avenue, Suite D-13A, Egg Harbor Township NJ 08234, the owners of the property upon which the Activity is taking place, to the following:

1. DETAILS OF ACTIVITY

Scheduled from July 28, 2023, to July 29, 2023, the Participant will be participating in the following activity: Spirit Halloween Store 2023 Grand Opening Event (the "Activity") provided by the Activity Provider.

2. CONSIDERATION

- (a) Being of lawful age and in consideration of being permitted to participate in the Activity, the Participant releases and forever discharges the Activity Provider/Licensee, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the Activity, and not withstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider.
- (b) Being of lawful age and in consideration of being permitted to participate in the Activity, the Participant releases and forever discharges the Licensor, its owners, directors, officers, employees, agents, assigns, legal representatives, and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the Activity, and not withstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider.

(c) The Participant understands that the Participant would not be permitted to participate in the Activity unless the Participant signed this Waiver.

3. CONCURRENT RELEASE

The Participant acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant by the Activity Provider, and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

4. FITNESS TO PARTICIPATE

The Participant acknowledges to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance.

5. FULL AND FINAL SETTLEMENT

The Participant acknowledges and agrees with the Activity Provider/Licensee and Licensors that: (1) the Activity Provider/Licensee has given the Participant sufficient time to carefully read this Waiver, (2) the Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, (3) the Participant fully understands the risks and claims that the Participant is waiving to participate in the Activity, (4) the Participant is freely and voluntarily executing this Waiver, and (5) the Participant is forever prevented from suing or otherwise claiming against the Activity Provider/Licensee and the Licensors for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.

6. GOVERNING LAW

This Waiver will be governed by and construed in accordance with the laws of the State of New Jersey.

7. EMERGENCY CONTACT

Name: _____
Phone: _____

If the Participant is a minor, the signature of an adult, guardian or other responsible party must also be provided.

IN WITNESS WHEREOF the Participant has duly affixed their signature on this _____ day of _____, 2023.

Signature of Participant

—

In the case of a minor participant:

Signature of Adult, Guardian, or other Responsible Party

Printed Name: _____

©2002-2023 LawDepot.com®