

LIABILITY WAIVER & RELEASE OF CLAIMS

Party of the First Part: Sallie House, 508 N 2nd St, Atchison, KS 66002; Dilgert House, 919 Atchison St, Atchison, KS 66002; R.A. Park Home, 517 Parallel, Atchison, KS 66002; Backroad Atlas, 517 Commercial St, Atchison, KS 66002; Smith Enterprises LLC; Leslie Smith Jr.; Jeffrey Smith; The Glass Raven LLC; Camille Shump (Eichorn); William Delfs; Angela Harris-Spurlock; the Atchison Area Chamber of Commerce; their successors and assigns.

Party of the Second Part: Undersigned

Reservation Date: _____

1. **Acknowledgement of Risk.** The Party of the Second Part acknowledges that entering, touring, renting, or participating in activities on the listed Haunted Atchison properties involves inherent hazards and risks, including but not limited to physical injury, emotional distress, death, property damage, natural conditions, and actions of other persons.
2. **Release of Liability.** The Party of the Second Part waives, releases, and discharges all claims against the Party of the First Part, including officers, directors, employees, agents, volunteers, activity participants, and their successors and assigns, from liability related to participation or presence on the property, regardless of causation or fault, including negligence.
3. **Indemnification & Responsibility for Entire Group & Property.** The Party of the Second Part accepts full responsibility for all members of their group, including ticket holders who do not sign and any individuals brought onto the property by their invitation or consent. The Party of the Second Part further agrees that they are fully responsible for the care, condition, and preservation of the property for the entire duration of their contracted stay, regardless of whether they remain physically present for the entire period. This includes full financial responsibility for any damages, losses, or claims arising at any time during the rental period—even if the Party of the Second Part leaves early, is absent from the property, or permits others to remain on or access the property in their absence. The Party of the Second Part agrees to indemnify and hold harmless all released parties from any claims, demands, actions, or costs, including attorney fees, resulting from their actions, inactions, absence, negligence, or the actions of any member of their group or guests.
4. **Early Departure & Emergencies.** If the Party of the Second Part leaves earlier than the contracted end time, they still assume all risks and remain financially responsible for the property. The Party of the Second Part authorizes emergency medical treatment and agrees to be responsible for resulting costs.
5. **Governing Law & Venue.** This agreement shall be governed by and interpreted under the laws of the State of Kansas. The Parties agree that Atchison County, Kansas, shall be the exclusive and proper venue for any dispute, claim, or legal action arising out of or relating to this agreement, the rental period, or any activities

occurring on the property. The Party of the Second Part expressly consents to the jurisdiction of the courts located in Atchison County, Kansas.

6. **Binding Effect.** This agreement is binding upon the Party of the Second Part, their heirs, executors, administrators, and assigns.
7. **Waiver of Jury Trial.** The Parties mutually agree that any dispute, claim, or cause of action arising out of or relating to this agreement, the rental period, or any activities occurring on the property shall be resolved exclusively by a judge without a jury. The Party of the Second Part knowingly and voluntarily waives any right to a trial by jury. All such matters shall be resolved solely by a judge in a court of competent jurisdiction in Atchison County, Kansas.
8. **Attorney Fees.** If the Party of the First Part initiates legal action to enforce this agreement or to recover damages, losses, or costs resulting from the actions, inactions, or negligence of the Party of the Second Part or their group, and prevails in such action, the Party of the Second Part agrees to pay all reasonable attorney fees, court costs, and expenses incurred by the Party of the First Part.
9. **Damages Cap.** The Parties agree that the total cumulative damages recoverable from the Party of the Second Part for any claims, losses, or property damage arising out of or relating to this agreement shall not exceed the total amount paid for the ticket or rental fee.
10. **Severability.** If any provision of this agreement, or the application thereof to any person or circumstance, is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions of this agreement shall continue in full force and effect. The Parties agree that the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other part of this agreement.

Signature: _____

Date: _____

Printed Name: _____

Address: _____

Email: _____

Phone: _____

I certify that I am over 18 years of age.

I acknowledge that I accept full liability and responsibility for my party and any guests who have not completed individual waivers.