

**WAIVER OF LIABILITY, RELEASE,
ASSUMPTION OF RISK & INDEMNITY AGREEMENT**

The undersigned PARTICIPANT and the parent(s) or legal guardian(s) (collectively "Parent(s)") of PARTICIPANT are signing this agreement (this "Agreement") for and in consideration of PARTICIPANT'S being permitted to participate in any events and activities occurring at the Tri-State Sports Premises (herein defined as 32 acres of land and improvements thereon located at 63 Concord Road, Chester Township, PA, (the "Premises")) and/or activities incidental to these, wherever and however they occur (collectively, the "Activities"). PARTICIPANT and Parent(s) acknowledge and understand that this Agreement constitutes a material part of the decision to allow PARTICIPANT to participate in an Activity, and constitutes a material part of the pricing and cost to Participant and Parent(s) of such Activity for participants and spectators alike.

1. **Activities.** For purposes of this Agreement, the Activities shall include but not be limited to the following entertainment, sporting and recreational activities, either collectively or individually:

Dances	Miniature Golf	Concerts
Basketball	Paintball	Camps and Clinics
Volleyball	Camping	Dinners
Swimming	Wilderness Parties	Weightlifting
Soccer	Martial Arts	Tennis
Lacrosse	Fitness and Exercise Activities	Dek Hockey
Roller Hockey	Miniature Golf	Picnics
Field Hockey	Baseball and Softball	Parties

2. **Release.** All claims, rights, or causes of action, known or unknown, for personal injury, property damage or wrongful death that PARTICIPANT and/or Parent(s) may have had, have or will have relating in any way to an Activity or the Premises or RELEASEES (collectively "Claims") whether or not caused by the simple or gross negligence of the RELEASEES are hereby waived, relinquished and released, and the PARTICIPANT and Parent(s) do so on behalf of our heirs, executors, administrators, assigns, and next of kin.

3. **Assumption of Risk.** PARTICIPANT and Parent(s) acknowledge, understand, and assume all risks inherent in the Activities at the Premises, and understand that the Activities involve significant risks (e.g. collisions with sticks, other players and objects, slippery floors and flying pucks and balls) to PARTICIPANT'S property and person, including bodily injury, partial or total disability, permanent paralysis, and death, and damages which may result, and that the undersigned have full knowledge of said risks. These risks and dangers may be caused by the negligence of the PARTICIPANT or the negligence of others, including the "RELEASEES" identified below. It is further acknowledged that there may be risks and dangers not known to RELEASEES, to us, or are not reasonably foreseeable at this time.

4. **Premises Condition.** PARTICIPANT and Parent(s) acknowledge, understand, and assume the risks, if any, arising from the condition and use of the facilities at the Premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action, arising from the performance, or failure to perform maintenance, inspection, repair, supervision, or control of the Premises and for the failure to warn of dangerous conditions existing at the Premises, for negligent selection or employment of certain RELEASEES, or negligent supervision or instruction by RELEASEES.

5. **Products.** PARTICIPANT and Parent(s) acknowledge, understand, and assume the risks, if any, arising from the purchase of any product at the Premises and acknowledge and understand that included within the scope of this waiver and release is any cause of action, arising from injury or damage to PARTICIPANT'S property and person, including bodily injury, partial or total disability, permanent paralysis, and death, and damages which may result from the purchase or use of such products, and that the undersigned have full knowledge of said risks.

6. **Covenant Not To Sue.** PARTICIPANT and Parent(s) acknowledge, understand, and agree that by signing this Agreement, PARTICIPANT and Parent(s) voluntarily waive their right to, and will be precluded from, suing or otherwise bringing a Claim against any of the RELEASEES, for any loss or damage relating or pertaining to any property loss, personal injury or death the PARTICIPANT and/or Parent(s) may sustain while present as spectator or participant on the Premises, whether or not such loss or injury is caused solely or in part by the negligence, INCLUDING ORDINARY NEGLIGENCE AND GROSS NEGLIGENCE, or fault of any of the RELEASEES. Should PARTICIPANT or Parent(s) breach this Agreement by commencing a lawsuit or by otherwise bringing a Claim against any of the RELEASEES, PARTICIPANT and Parent(s) shall be liable for all of RELEASEES' reasonable attorneys' fees incurred in defending such action.

7. "RELEASEES" include the owner of the Premises, its directors, officers, employees, partners, shareholders, members, tenants, licensees, concessionaires, subsidiaries, affiliates, successors, assigns, coaches, officials, referees, sponsors, advertisers, and as to each of them, their officers, directors, agents, and employees.

8. **Third Party Suits.** PARTICIPANT and Parent(s) agree if any Claim is commenced against RELEASEES by any third party for property loss, personal injury or death caused by Participant to such third party,

PARTICIPANT and Parent(s) shall defend, indemnify, and save harmless RELEASEES from any and all such third party Claims.

9. **Damage to Premises.** PARTICIPANT and Parent(s) agree that if any property damage to the Premises is caused by PARTICIPANT or Parent(s) (either negligently or through reckless or willful acts such as vandalism), PARTICIPANT and Parent(s) shall defend and indemnify RELEASEES for the monetary amount of any loss, damage or liability and cost of repair and shall be responsible for RELEASEES legal fees if suit is brought to enforce this Agreement.

10. **Representations.** PARTICIPANT and Parent(s) represent and warrant that:
a) PARTICIPANT is physically fit and able to participate the Activities; and
b) PARTICIPANT and Parent(s) are fully covered by adequate health and liability insurance coverage, and PARTICIPANT and Parent(s) agree that it shall be their sole responsibility to obtain and maintain such insurance coverage with respect to personal injuries, property damage, or wrongful death, which may result from or occur during PARTICIPANT'S and Parent(s)' presence at the Premises.

11. **Emergency Treatment.** PARTICIPANT and Parent(s) agree that in the event that PARTICIPANT sustains an injury or illness while PARTICIPANT is present at the Premises, we give permission for PARTICIPANT to be given medical treatment as deemed appropriate or to be transported to an appropriate medical facility. We assume responsibility for all bills incurred by PARTICIPANT for such transportation and medical treatment. We further acknowledge that RELEASEES are hereby released from any liability whatsoever, including liability for ordinary negligence, gross negligence or any other legal theory, arising out of the administration of medical assistance to PARTICIPANT or the transportation of PARTICIPANT to a medical facility.

12. **Promotional Use.** PARTICIPANT and Parent(s) agree that RELEASEES shall have full permission to photograph and videotape them while they are present on the Premises and to use such photographs and videotapes as and with promotional materials.

13. **Governing Law.** PARTICIPANT and Parent(s) expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

14. PARTICIPANT AND PARENT(S) ACKNOWLEDGE THEY HAVE READ THE ABOVE PARAGRAPHS AND HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS OF RELEASEES NOT IN THIS AGREEMENT, THAT THEY ARE FULLY AWARE OF AND ADVISED OF THE POTENTIAL DANGERS OF ACTIVITIES AT THE PREMISES, ARE FREE INSTEAD TO PATRONIZE ALTERNATIVE FACILITIES THAT COMPETE WITH THE PREMISES, AND THEY SIGN THIS DOCUMENT VOLUNTARILY OF THEIR OWN FREE WILL.

Participant Signature: _____ Date: _____

Participant Name: _____ (Print) Birthdate: _____

Address: _____

Telephone: _____ E-Mail _____

IF PARTICIPANT IS 17 YEARS OF AGE OR YOUNGER, THE UNDERSIGNED EXECUTE THIS ON BEHALF OF THE PARTICIPANT. IF ONLY ONE PARENT OR GUARDIAN HAS EXECUTED THIS AGREEMENT, SUCH PARENT OR GUARDIAN HEREBY REPRESENTS THAT ALL OTHER INDIVIDUALS WHO ARE A PARENT OR GUARDIAN OF THE PARTICIPANT WHO HAVE NOT EXECUTED THIS AGREEMENT HAVE AUTHORIZED THE PARENT EXECUTING THIS AGREEMENT TO DO SO ON BEHALF OF AND AS AGENT FOR ALL OTHER INDIVIDUALS WHO ARE PARENTS OR GUARDIANS OF THE PARTICIPANT.

Parent or Guardian Signature: _____ Date: _____

Parent or Guardian Name: _____ (Print)

Parent or Guardian Signature: _____ Date: _____

Parent or Guardian Name: _____ (Print)