

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

In consideration of being permitted on the date hereof (1) to participate in any way in any and all activities and events in that certain Leisure Sports Festival, scheduled to occur on April 28, 2018, including without limitation, the fourteen standard activities: Arcade, Beer, Beer Pong, Cards, Darts, Eating, Hockey, Hoops, Keg Toss, Ping Pong, Quoits, Shooting, Tricychug and Tug of War (collectively, the "Activities"), taking place on the premises known as Mermaid Lake in or around Blue Bell, Pennsylvania (the "Premises"), or (2) to enter upon, be present at, or use the Premises where the Activities are being conducted, the undersigned, on his/her own behalf, and on behalf of his/her personal representatives, heirs, next of kin, and any and all other persons using the Premises or participating in the Activities as a guest of the undersigned (collectively, the "Releasor") hereby:

1. Agrees that immediately upon entering the Premises, the Releasor shall and shall continuously thereafter, inspect every area of the Premises that the Releasor enters, and shall refuse to participate in the Activities if at any time the Releasor feels anything to be unsafe. The Releasor acknowledges that the Activities are very dangerous and hereby **ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** arising out of or related to the Premises, the Activities, or the Leisure Sports Festival, whether foreseen or unforeseen, and **WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES (AS DEFINED BELOW) OR OTHERWISE.**
2. **RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE** (1) the owner(s) of the Premises, (2) Leisure Sports Festival and any of their officers, members, subsidiaries, affiliated organizations, agents, consultants, employees, and/or volunteers, including, but not limited to, James Convey and Christopher Convey, (3) any individual or entity engaging in, sponsoring, volunteering at, or hosting the Activities, (4) rescue personnel, and (5) any others who give recommendations, directions, or instructions regarding the Premises, the Activities, or the Leisure Sports Festival, (collectively, the "Releasees"), from any and all liability to the Releasor for any and all loss or damage, and any claims or demands on account of injury to the person or property or resulting in the death of the Releasor arising out of or related to the Premises, the Activities or the Leisure Sports Festival, **WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
3. Agrees to defend, and **SAVE AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage, or cost including court costs, expenses, and attorneys' fees, that the Releasor may incur arising out of or related to the Premises, the Activities, or the Leisure Sports Festival, **WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
4. Agrees that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement") **EXTENDS TO ALL ACTS OF NEGLIGENCE AND GROSS NEGLIGENCE BY THE RELEASEES**, including negligent or grossly negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Pennsylvania, and that if any portion thereof is held invalid, agrees that the balance shall, notwithstanding, continue in full force and effect.
5. Agrees that this Agreement shall be binding upon me, the members of my family, heirs, estate, executors, administrators, assigns, legal guardians, and personal representatives.
6. Agrees that this Agreement is made in the Commonwealth of Pennsylvania and its validity, construction, and all rights under it shall be construed under Pennsylvania law (without regard to choice-of-law considerations). Any action or suits relating to or arising out of this Agreement, including any claims against Leisure Sports Festival, James Convey, or Christopher Convey or any other Releasee, shall be the exclusive jurisdiction of the Pennsylvania courts. For this purpose, I, the members of my family, heirs, estate, executors, administrators, assigns, legal guardians, and personal representative, specifically consent to jurisdiction in Pennsylvania.

I HAVE READ ALL OF THIS DOCUMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, UNDERSTAND THAT I MAY SEEK LEGAL ADVICE BEFORE SIGNING, UNDERSTAND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OF ANY KIND BY ANY PERSON CAN MODIFY THE RIGHTS OR DEFENSES THIS AGREEMENT CREATES, AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS AND COULD RESULT IN MY INJURY OR DEATH. I HAVE SIGNED THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE, CONTINUING, AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT OF THE LAW.