

**RELEASE OF LIABILITY, ASSUMPTION OF RISK,
WAIVER OF CLAIMS
& INDEMNIFICATION AGREEMENT**

Personal Responsibility

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

**Release and Waiver of Claims; Assumption of the Risk;
Indemnification Agreement**

In consideration of being allowed to use the facilities and participate in a demolition derby provided by Alparon Community Park, Troy Maple Festival, and the Sylvania Lions club inc (the "Host").

The Participant, does hereby agree, to the fullest extent permitted by law, as follows:

1) **TO WAIVE ALL CLAIMS**, demands, and/or causes of action that they have or may have against the Host arising out of the Participant's participation in the Activities or the use of any equipment provided by the Host ("Equipment"), including while receiving instruction and/or training;

2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury, paralysis, and death;

3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction, training, and/or emergency medical care (*see* Consent to Treat below). The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and

4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction, training and/or emergency medical care.

Photography Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs of Participant** in connection with Participant's participation in the Activities, regardless of payment by Participant. Participant hereby authorizes the Host to edit, alter, copy, copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, Web content, and for purposes of identification for entry into the park.

Consent to Treat

Participant hereby consent to any reasonably necessary and appropriate emergency medical treatment provided by the Host, emergency medical responders, and/or other emergency or medical personnel.

The Participant certifies that the Participant has no physical or mental condition that precludes Participant from participating in the Activities and that he/she is not participating against medical advice.

The Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant understands that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant observes any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant will remove themselves from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

To the extent that any portion of this Agreement is deemed to be invalid under the law of Pennsylvania, the remaining portions of the Agreement shall remain binding and available for use by the Host, its counsel, and Participant in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. Maple Festival 2024

Name
(Printed): _____
Car# _____
Participant's email
_____ @ _____
Phone # _____
Address _____
City _____ state _____ zip _____
Signature _____

Class(circle one)

Gut-n-go Farm Truck

Send completed entry form & waiver form along with the entry fee of \$50.00 per entry to: Sylvania Lions Club, PO Box 5, Sylvania, PA 16945

No Refunds, exchanges or transfers of registration.

Entry questions contact Lion George Page, 570 297 4181, please leave a message, Car setup questions or approval; contact Tim Avants 570 250-7556