

**THE VALLEY FORGE MOUNTAIN ASSOCIATION, INC.
ASSUMPTION OF RISK, WAIVER & RELEASE OF LIABILITY AGREEMENT**

In consideration of being allowed to enter and/or participate in any activities, party or program of The Valley Forge Mountain Association, Inc., (P.O. Box 111, Valley Forge, PA 19481-0111) (VFMA), and to use the Sun Bowl Park (1615 Horseshoe Trail, Phoenixville, PA 19460), "Sun Bowl", from the date of this signed waiver forward, the undersigned, on his/her behalf, and on the behalf of the participant(s) identified below, acknowledges and agrees to the following conditions in this assumption of risk, waiver and release of liability agreement (the "Agreement"):

o I agree that the Sun Bowl is an unsupervised play facility and that I (as the parent or legal guardian of the Participant(s) entering the Sun Bowl with me) am responsible for monitoring the participant('s) (s') behavior, actions and whereabouts, and for providing overall necessary and standard care for the participant(s) at all times within Sun Bowl.

o I agree that the participant(s) named below and I shall comply with all stated and customary terms, posted safety & security signs, Park rules, and verbal instructions as conditions for participation in any play activities, party or program at Sun Bowl.

o I agree to stop unsafe, inappropriate or unfriendly play immediately. In addition, I agree to inspect the facilities and equipment prior to using it and if anything is believed to be unsafe or hazardous, I agree to immediately report it to **<email to be provided>** and discontinue the usage of that equipment.

o I agree that using the equipment and participating in the play activities at Sun Bowl is completely voluntary. I am aware that there are inherent risks associated with participation in the play activities, parties or programs at Sun Bowl, and I, on behalf of myself, and (as the parent, legal guardian for the participant(s) entering Sun Bowl with me), the participant(s) named below, knowingly and freely assume all such risk, both known and unknown, including those that may arise out of the negligence of other participants.

o I agree that my use of Sun Bowl may be revoked for my or participant('s) (s') misconduct, dangerous activity or violation of any provision of this Agreement.

I further agree to the following:

1. **Assumption of Risk** – I understand that the use of the equipment may entail the risk of severe bodily injury to the Participants. Injuries that could result may vary, but may include (a) minor injuries such as scratches, bruises and sprains; (b) major injuries such as eye injury or loss of sight, joint or back injuries and concussions; and (c) catastrophic injuries, including paralysis and even death. I understand that VMFA cannot eliminate all risks or guarantee the safety of the Participants while Participants play at Sun Bowl. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly on behalf of myself and my minor Participant child(ren). Notwithstanding these risks and other hazards that may be foreseeable but not specifically identified herein, I, for myself and

any minor Participant child(ren), and our respective heirs, personal representatives and assigns, understand, acknowledge, and expressly and voluntarily assume all risks and full responsibility for any injury arising out of or related to the use of Sun Bowl, including those injuries that may arise out of the negligence of other Participants.

2. **Release, Discharge and Agreement Not to Sue** – I, for myself and any minor Participant child(ren) and our respective heirs, personal representatives, next of kin, and assigns, to the fullest extent allowed by law, hereby release, discharge and agree not to sue Sun Bowl or VMFA or its directors, officers, members, employees and/or other agents, for any injury to or death of any Participant arising, directly or indirectly, from participation in any activity at Sun Bowl. This release, discharge and covenant not to sue shall relate to any and all claims, known or unknown, or legal rights now existing or arising in the future, including claims and legal rights arising out of any negligence of other Participants or VMFA and/or directors, officers, members, and employees, and/or other agents and any other breach of a legal duty arising out of common law, statute, contract or otherwise.

3. **Indemnification And Hold Harmless** – I agree to indemnify VMFA and hold VMFA harmless from, without limitation, any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and costs, incurred due to claims brought by any party as a result of, or arising out of, my, or my minor Participant child('s) (ren's) use of Sun Bowl and agree to reimburse VMFA for any such costs, expenses and fees as they are incurred.

4. **Photo Release**- I give my consent to and waive any and all rights of compensation or claim, both present and future, in regards to use of media coverage (articles, photos, video footage, web-based publications, quotes, etc.) of my and the participant('s) participation in play activities, party or program at Sun Bowl for any purpose including but not limited to marketing purposes.

5. **Parent Or Legal Guardian Certification And Consent** – I hereby certify that I am the parent or legal guardian of the minor Participant child(ren) whose name(s) appear below, and I have authority to waive rights on behalf of the minor Participant(s). I have read and I understand all of the provisions of this document and the risks of using Sun Bowl. I understand that the Activities could cause injury and even death. I acknowledge that I have had sufficient opportunity to read and understand this entire Agreement and agree to be fully bound by its terms. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate any of the other provisions of this Agreement, as the provisions of this Agreement are severable.

I HAVE CAREFULLY READ THE FOREGOING, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT, FROM THE DATE OF THIS RELEASE FORWARD, I AM RELEASING CERTAIN LEGAL RIGHTS, ON BEHALF OF MYSELF AND OTHERS, THAT I OTHERWISE MAY HAVE INCLUDING THE RIGHT TO INITIATE AND/OR MAINTAIN A LAWSUIT AGAINST VALLEY FORGE MOUNTAIN ASSOCIATION, INC. ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED IT HEREIN.

Intending to be legally bound:

Responsible Adult's Signature

Names of all minors covered by this release:

Date: _____