

FAMOUS READING OUTDOORS, LLC

THIS IS A RELEASE OF LIABILITY – READ CAREFULLY BEFORE SIGNING THIS DOCUMENT – IT IS A BINDING AGREEMENT

WAIVER, RELEASE AND INDEMNIFICATION

In consideration of Famous Reading Outdoors, LLC (“FRO”), Minersville Borough / Minersville Municipal Authority collectively (“Minersville”), and Michael Gulla (“Gulla”) granting access to certain lands managed by and/or leased by FRO, Minersville, and/or Gulla (collectively “Event Property”) to the undersigned on _____ for the event being held by _____ (“Event”) and for my entry onto Event Property for the sole purpose of the undersigned to participate in the Event and intending to be legally bound, I, the undersigned for myself and my heirs, personal representatives, successor, and assigns, agree as follows:

1. Assumption of Risk. I understand, acknowledge, and agree that (a) risks and dangers exist when entering on Event Property; (b) risks and dangers exist when participating in the Event; (c) neither FRO nor any other entity has made any warranties and/or representations, written and/or oral, with regards to the condition of Event Property; (d) FRO and its affiliates, owners, insurers, employees, and/or agents have absolutely no obligation to ensure my safety with participating in the Event and/or entering the Event Property; (d) my participation in the Event and/or entry upon the Event Property in order to participate in the Event may result in injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (e) these risks and dangers may be caused by the negligence of other participants in the Event, the undersigned, FRO, Minersville, Gulla, any property owner, any other entity or person, and/or the negligence of others, accidents, forces of nature or other causes; (f) these risks and dangers may arise from foreseeable and/or unforeseeable causes; and (g) **by my entry upon the Event Property in order to participate in the Event, I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR LOSSES AND/OR DAMAGES**, whether caused in whole or in part by the negligence of myself or others.
2. Release, Indemnification, and Hold Harmless. In consideration of FRO, Minersville, and Gulla granting me the privilege to enter upon the Event Property for the limited purpose of participating in the Event and intending to be legally bound, I, to the fullest extent permitted by law, for myself and for my respective heirs, successors and assigns, voluntarily agree to **forever release, waive, discharge, defend, indemnify and hold harmless** FRO, Reading Anthracite Company (“RAC”), Minersville, Gulla, property owner and their respective owners, members shareholders, owner’s family members, shareholders’ family members, insurers, professionals, directors, officers, affiliated and/or related companies, employees, agents, successors and assigns from and against any and all claims, costs, losses, causes of action, demands, and/or damages of any nature whatsoever (including without limitation property damage, personal injury, bodily injury, and/or death), arising out of, and/or related to, directly and/or indirectly, with my use of the Event Property and/or my participation in the Event.

I specifically understand that I am waiving and forever releasing and discharging FRO, RAC, Minersville, Gulla, property owner, and their respective owners, members, shareholders, owner’s family members, shareholders’ family members, insurers, professionals, directors, officers, affiliated and/or related companies, employees, agents, successors and assigns from any and all claims, demands, damages, and/or causes of action that I may presently have or which may arise in the future. **This waiver and release is effective for all acts and/or omissions, neglect or otherwise, including but not limited to any conduct by any entity and/or person, any conditions of the land, whether natural or artificial, and/or acts and/or omissions of any other participants.**
3. Event. I acknowledge, understand and agree that I am only permitted to access the Event Property on the designated trails set forth for the Event on the dates and times designated for the Event. I acknowledge, understand and agree that I am not otherwise permitted on the Event Property and, in the event that I am on the Event Property and/or on the property of any property owner without that property owner’s express permission that are not part of the designated trail, I will be considered a trespasser and, FRO, Minersville, Gulla, and/or the property owner may take any and all legal actions to prosecute me as a trespasser. I acknowledge, understand, and agree I cannot be on the Event Property prior to and/or after the times and dates designated for the Event and, in the event that I enter the Event Property prior to the designated time for the Event and/or remain after the designated time for the Event, I will be considered a trespasser and FRO, Minersville, Gulla and/or the property

owner may take any and all legal actions to prosecute me as a trespasser. I acknowledge, understand, and agree that I must follow all rules and regulations for the Event including but not limited to picking up all trash, no driving and/or operating a vehicle under the influence of alcohol, drugs, and/or any other substance.

- 4. Warranties and Representations. I warrant and represent that (a) the vehicle(s) I am using to participate in the Event is/are lawfully registered, inspected, and insured, and that I have no knowledge of any condition that might render the vehicle(s) unsafe in any manner; (b) I am properly licensed and certified to operate the vehicle(s); (c) I am physically and mentally healthy and able to operate said vehicle(s) and to participate in the Event; (d) I have no condition, physical and/or mental, that will put me and/or others at risk while participating in the Event; (e) I will not operate the vehicle(s) under the influence of alcohol, drugs, and/or any other substance; and (f) I will not provide alcohol, drugs, and/or any other illegal substances to any minor for consumption or promote for consumption by minors.

- 5. Execution of this Waiver, Release and Indemnification. I acknowledge and agree that I have read this Waiver, Release, and Indemnification and fully understand its terms and fully understand that I have given up substantial rights by signing it, and I am signing it freely and voluntarily without any inducement.

- 6. Miscellaneous. This Waiver, Release and Indemnification shall be construed and enforced with the laws of the Commonwealth of Pennsylvania, and that if any portion hereof is held invalid, it is agreed that the remainder of this Waiver, Release and Indemnification shall continue in full legal force and effect. The captions used herein are for convenience purposes only. The Court of Common Pleas in and for Schuylkill County, Pennsylvania shall have exclusive jurisdiction and venue for any action arising out of my participation in the Event and/or related to this Waiver, Release and Indemnification.

IN WITNESS THEREOF, the undersigned executed this Waiver, Release and Indemnification on this ____ day of _____, 2021.

Signature _____
 Print Name: _____
 Birthdate: _____
 Email: _____

FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE OF 18 AT TIME OF THE EVENT)

This is to certify that I am the parent/guardian with legal responsibility for the below named participant, who signed this waiver, indemnification, and hold harmless (“Minor”), and I hereby consent and agree to Minor participating in the Event. I further consent and agree to Minor’s release of FRO, RAC and their respective owners, shareholders, shareholders’ family members, insurers, professionals, directors, officers, affiliated and/or related companies, employees, agents, successors and assigns from any and all liability, claims, demands, causes of actions, and/or damages (including without limitation property damage, personal injury, bodily injury, and/or death) which are or may be incident to and/or arise from Minor’s involvement in the Event. I further consent and agree that this Waiver, Release, and Indemnification includes but not limited to any and all current and future claims, demands, and/or causes of actions, whether foreseen and/or unforeseen, that may be raised by Minor, myself, Minor’s heirs, Minor’s next of kin, my next of kin, personal representatives, successors and assigns. I have read, understand, and agree to the terms and conditions set forth above, and by my signature below and my initials above, I, intending to be legally bound, agree to the terms contained herein on behalf of the Minor.

Parent/Legal Guardian Signature

Date

Parent/Legal Guardian Name Printed

Minor’s Name Printed