

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Notice - Please Read this Document Carefully

I, _____, (hereinafter referred to as “Client”), agree that in consideration for being permitted to enter upon the premises of **GoggleWorks Tenant, L.P.**, during the various training programs, classes, and events arranged, conducted, sponsored, or otherwise organized by **GoggleWorks Tenant, L.P.**, whether on the premises occupied by **GoggleWorks Tenant, L.P.** or elsewhere, and intending to be legally bound, Client hereby acknowledges and agrees to the following:

1. Prior to participating in any activity or event, Client will inspect the facility and equipment to be used, and if Client believes anything to be unsafe, Client will immediately advise the representative of **GoggleWorks Tenant, L.P.**, who is then supervising the activity or event of such condition(s). Failure of Client to immediately notify the representative will operate as a presumptive approval of the facility and equipment.

2. The activities and events sponsored by **GoggleWorks Tenant, L.P.**, are purely recreational activities, and are inherently dangerous. Client understands that Client, and every other person who participates in activities or events of the sort mentioned, will be engaged in dangerous activity that involves a risk of serious injury, which could include permanent disability or death, and severe social and economic losses. Client recognizes and fully understands such harm could occur not only through Client’s own actions or failure to act, but also as a result of the negligence of others, the conditions of the premises or equipment used, or by causes not now known or reasonably foreseeable. With such an understanding, Client knowingly and voluntarily assumes all risk of and full responsibility for any and all harm that Client may suffer and for any and all damages which Client may sustain as a result of any bodily injury, death or other loss occurring through Client’s presence on the premises during any activity or event sponsored by **GoggleWorks Tenant, L.P.**, whether as a student, spectator or parent of a student.

3. In exchange for being permitted to be present during events sponsored by **GoggleWorks Tenant, L.P.**, as a student, spectator, or parent of a student, Client agrees to hold **GoggleWorks Tenant, L.P.**, its directors, officers, shareholders, administrators, principals, agents, servants, employees, sub-contractors, assigns, and if applicable, owners or lessors of

premises used to conduct any activity or event, all of whom are hereinafter referred to as “Releasees,” completely harmless and not liable from and all demands, losses or damages on account of injury, including, without limitation, death or damages to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

4. If damage is caused by or to Client, or Client’s property, Client agrees to take full responsibility for damages to person or property and agrees to indemnify **GoggleWorks Tenant, L.P.** against liability for such damages.

5. Client further agrees to indemnify and to hold the Releasees, and each of them, harmless from any loss, liability, damages, costs or expenses, including attorney’s fees, that Releasees may incur as a result of Client’s presence upon the premises or Client’s participation in any activity or events of the sort mentioned, whether caused by the negligence of the Releasees or otherwise.

6. Client agrees to be responsible for providing their own independent medical, property and liability insurance protection, and understands that **GoggleWorks Tenant, L.P.** will assume no responsibility for person or property. Losses occasioned by the injury or death of student, spectator, or parent is agreed to be covered by insurance of the Client.

7. **GoggleWorks Tenant, L.P.** assumes no responsibility for Client’s personal property and any personal property stored upon the premises of **GoggleWorks Tenant, L.P.** is at the sole risk of the Client.

8. The representations and promises contained in this document shall be binding upon Client and Client’s heirs, next of kin, personal representatives and assigns.

9. The parties agree that this Release and Waiver of Liability and Indemnity Agreement shall be construed and interpreted according to the laws of the Commonwealth of Pennsylvania. The situs of this Agreement shall be Berks County, Pennsylvania and the parties agree to submit to the Court of Common Pleas of Berks County if either party files a legal action based upon the provisions of this Agreement. The parties intend for this release, waiver and indemnity agreement to be as broad and inclusive as permitted by the law. If any portion of this document is held to be invalid, the parties intend for all remaining portions to continue in full legal force and effect.

7. If a person wishing to participate in the various training programs, classes, and events arranged, conducted, sponsored, or otherwise organized by **GoggleWorks Tenant, L.P.**

is under eighteen (18) years of age, signature of the parent or legal guardian indicates acceptance and responsibility by said parent or legal guardian for minor child and release of liability and indemnity of **GoggleWorks Tenant, L.P.** on behalf of minor child.

8. Client acknowledges that they have read and understand the provisions of this agreement. Client further understands that by signing this document the Client is giving up rights, were given the opportunity to seek the advice of an attorney of their choice and signed this document voluntarily.

Executed this _____ day of _____, 200__

I, _____, HAVE READ THIS DOCUMENT, AND I UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT VOLUNTARILY AND I ACKNOWLEDGE AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE BEYOND WRITTEN ABOVE.

Signed _____

Print Name _____

Child's Name _____

Parent Name _____

Parent Signature _____