

Sandyvale Cemetery Association, Inc. dba
Sandyvale Memorial Gardens & Conservancy

RELEASE AND WAIVER OF LIABILITY AGREEMENT

This Release and Waiver of Liability (*the "Release"*), executed on this day (today's date) _____ by (*the individual/s engaged in visiting or use of the Sandyvale site*) _____ (*hereinafter known as "Guest/s"*) releases The Sandyvale Cemetery Association, Inc. doing business as The Sandyvale Memorial Gardens & Conservancy, (*hereinafter known as the "Nonprofit"*) a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania and each of its directors, officers, employees, and agents from any liability for injuries, death or loss or damage to personal property associated with the activities engaged in by Guest/s while they take place in the event to be held on (*event date/s*) September 10th and 11th, 2021 and sponsored by Sandyvale. By this Waiver, the Guest/s assume any risk, and take full responsibility and waive any claims which might arise from their participation in the event or other activities being held on Sandyvale property on the above stated date/s. The Guest/s understand and confirm that by signing this WAIVER AND RELEASE they give up considerable future legal rights.

The Guest/s, by the act of their ticket purchase, either on-line or at the Galleria, on the date of their purchase, agree that they have "signed" this Agreement freely, voluntarily, and under no duress. Their act of purchase of a ticket to the Sandyvale Wine Dinner or Festival is proof of the intention of the Guest/s to adhere to the aforementioned requirements of the Sandyvale Wine Festival Agreement and to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

1. Waiver and Release: This Waiver releases and forever discharges and holds harmless The Sandyvale Cemetery Association, Inc. and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the event sponsored by Sandyvale. The Guest/s understand and acknowledge that this Release discharges Nonprofit from any liability or claim that they may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property loss or damage that may result from participation in the event that they will participate in on Sandyvale property.
2. Insurance: Further the Guest/s understand that Nonprofit does not assume any responsibility for or obligation to provide them with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of participants injury, illness, death or damage to personal property. The Guest/s expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by any parties.
3. Medical Treatment: The Guest/s hereby Release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency which may arise while participating in any event on Sandyvale property.

4. Assumption of Risk: The Guest/s understand that the Sandyvale property and Nonprofit may be engaged in activities that may be hazardous to Guest/s including, but not limited to activity such as “construction work” or “maintenance work” or hazardous activities taking place on Sandyvale property involving inherently dangerous activities. The Guest/s hereby expressly assume the risk of injury or harm from these activities and Release Nonprofit from all liability for injury, illness, death or property damage resulting from participation in any activities on Sandyvale property taking into consideration factors such as any adverse consequences that may arise as a result of partaking in a particular event or occasion on Sandyvale property. Failure of the Guest/s to adhere to rules and regulations posted on Sandyvale property may result in adverse consequences to participants.

5. Other: The Guest/s expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. The Guest/s agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

6. Participant/s (and the Parent/Guardian of Participant/s under 18 years of age) understands that photographs, videotapes, and other recordings may be made of participants in the event, including the Guest/s. Guest/s (and the Parent/Guardian of a Participant/s under 18 years of age) consents to those photographs, videotapes, and other recordings and the use thereof as part of a record of the event and/or to promote the event.

By signing below, The Guest/s express their understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

I hereby agree to the terms and conditions of this Release and Waiver of Liability. I understand if terms are not followed, Sandyvale (*the Nonprofit*) reserves the right to refuse participation to The Guest/s, at the above mentioned event.

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| Print Name of Guest/s | Signature of Guest/s (i.e. Purchase of Ticket/s) | |
| Address | | |
| City | State | Zip Code |
| Phone | Alternate Phone | |
| Email | Date Signed | |