

SANDYVALE MEMORIAL GARDENS AND CONSERVANCY
RELEASE AND WAIVER OF LIABILITY AGREEMENT

As a participant or visitor on Sandyvale property, I hereby indemnify, release and hold harmless the Sandyvale Cemetery Association, Inc., D/B/A Sandyvale Memorial Gardens and Conservancy, located at 80 Hickory Street in Johnstown, Pennsylvania, (hereinafter known as "Sandyvale") a 501(c)(3) nonprofit corporation organized and existing under the laws of the State and 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 activities or facilities made available to the general public or sponsored by Sandyvale its staff and officers, which may occur while visiting or participating in activities at the dog park, trail, exercise equipment or while on Sandyvale property. By entering Sandyvale property, I assume any risk, and take full responsibility and waive any claims which might arise from my participation in events or other activities or facilities on Sandyvale property. I understand and confirm that by entering Sandyvale property I agree to this Waiver and Release and give up considerable future legal rights and I adhere to the aforementioned requirements of the Waiver and Release of all liability to the full extent of the law.

I understand the risks of participation in on-site activities either within the dog park, trail, exercise equipment or on-site which may include but are not limited to accident, injury, illness, negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

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 events, activities or facilities sponsored by Sandyvale. I understand and acknowledge that this Release discharges Sandyvale from any liability or claim that I or my representatives may have against Sandyvale with respect to bodily injury, personal injury, illness, death, or property loss or damage that may result from participation in events, activities, equipment or facilities that are sponsored on Sandyvale property.
2. Insurance: Further, I understand that Sandyvale does not assume any responsibility for or obligation to provide me or my representatives 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. I and my representatives expressly waive any such claim for compensation or liability on the part of Sandyvale beyond what may be offered freely by Sandyvale in the event of such injury or medical expenses incurred by any parties.
3. Medical Treatment: I and my representatives hereby Release and forever discharge Sandyvale 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 or activity on Sandyvale property.

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RELEASE AND WAIVER OF LIABILITY AGREEMENT (cont'd)

4. Assumption of Risk: I and my representatives understand that Sandyvale may be engaged in activities that may be hazardous to participants and visitors on their property 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. I and my representatives hereby expressly assume the risk of injury or harm from these activities and Release Sandyvale its directors, officers, employees, and agents from all liability for injury, illness, death or property damage resulting from participation in any activities or visits on Sandyvale property taking into consideration factors such as any adverse consequences that may arise as a result of partaking in a particular event, occasion or daily activities on Sandyvale property. Failure to adhere to rules and regulations posted on Sandyvale property may result in adverse consequences to participants and visitors.

5. Other: I and my representatives expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State and Commonwealth of Pennsylvania and that this Release shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania. I and my representatives 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.

Participant (and the Parent/Guardian of a Participant under 18 years of age) understands that photographs, videotapes, and other recordings may be made of participants, visitors and their pets in special offered events or in normal day to day activities. Participant (and the Parent/Guardian of a Participant under 18 years of age) consents to those photographs, videotapes, and other recordings and the use thereof as part of a record of activities on-site or to promote Sandyvale.

By entering Sandyvale property and or the dog park, trail or exercise equipment or by participating in any events at this location at 80 Hickory Street, Johnstown, Pennsylvania, Participant (*and the Parent/Guardian of a Participant under 18 years of age*) agrees to this Waiver/Consent and Release Agreement.