

## **Guppy Gulch Release and Waiver of Liability Agreement**

THE UNDERSIGNED understands and acknowledges that permission to enter Guppy Gulch is granted only after this document (the "Release") is completed and signed. PLEASE READ THE DOCUMENT CAREFULLY.

PLEASE PRINT:

Child's Name:

Age:

Parent's or Guardian's Name:

Street Address:

City, State and Zip:

IN CONSIDERATION of the permission granted to the undersigned parent or guardian to allow minor children to enter the premises known as Guppy Gulch and/or participate in activities thereon, the undersigned parent or guardian, for himself/herself and on behalf of his/her heirs, executors, administrators, successors and assigns, does hereby release, remise and discharge Stephen Deem dba Guppy Gulch, its owners, employees, officers, directors, and agents, from all claims, demands, actions, causes of action of any sort, in law or equity, arising from any injury, including death, sustained by the said child or children or their property during their presence and/or participation in activities upon the premises, except to the extent attributable to any negligent act or omission, recklessness, or willful misconduct by Guppy Gulch, its owners, employees, agents, contractors, or subcontractors..

Subject to the foregoing paragraph, the UNDERSIGNED intends by this Release to waive all claims for negligence, products liability, and/or breach of warranty against Guppy Gulch, including claims for personal injury to the child or children or damage to the property of the child(ren) or the undersigned.. This Release shall cover and include all areas, activities and acts, rental and/or use of equipment, if applicable, within the premises, including but not limited to, all recreational endeavors, activity in the water, parking facilities, picnicking areas, land, showers, rest rooms, office and every other area, activity, or act in or about Guppy Gulch or connected with the same.

The UNDERSIGNED acknowledges that the use of the premises by the child or children is with his/her knowledge and permission and is at his/her risk and agrees that there have been no warranties made, either expressed or implied concerning such use.

The UNDERSIGNED agrees to indemnify and hold harmless Guppy Gulch from any and all causes of action at law or in equity that they, as parent or guardian, and any personal representatives, including without limitation any other parent or guardian of said child or children, and the heirs, executors, administrators, successors or assigns of said child or children or owner of property, may have against Guppy Gulch and UNDERSIGNED agrees to pay all reasonable costs of such action, including but not limited to attorneys' fees incurred by Guppy Gulch in the defense of same.

The UNDERSIGNED certifies that: 1) The signature on this Release is voluntary; 2) They are the parent and/or guardian of the child or children they are signing for; and, 3) They have had an opportunity to inspect the premises and are satisfied with its condition.

I INTEND AND AGREE that this Release and Waiver of Liability Agreement will be governed by Pennsylvania law. I AGREE that any dispute relating to this Agreement will be resolved exclusively in the Courts of the Commonwealth of Pennsylvania.

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE AND, BY AFFIXING MY SIGNATURE TO IT, SIGNIFY MY CLEAR INTENTION TO BE LEGALLY BOUND BY IT. THIS AGREEMENT, AS PUBLISHED SHALL NOT BE AMENED OR MODIFIED OR ANY OF ITS PROVISIONS WAIVED, UNLESS IN WRITING AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

Signature of Parent or Guardian:

Date: