



Participant Name: _____
(PRINT)

Date: ____/____/____

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT (this "AGREEMENT")

PLEASE READ THIS AGREEMENT CAREFULLY AS IT TERMINATES CERTAIN RIGHTS YOU MAY HAVE. IT IS TO BE SIGNED BY EVERY PARTICIPANT IN "ACTIVITIES" AS DEFINED BELOW ("PARTICIPANT"), AND IF A PARTICIPANT IS A MINOR, BY HIS OR HER PARENT OR OTHER LEGAL GUARDIAN (THE "PARENT").

Each Participant and/or Parent signing below, in consideration of receiving permission from KEYSTONE RAMPWORKS LLC, a PENNSYLVANIA LIMITED LIABILITY COMPANY, AND THE WYOMING VALLEY SPORTS DOME, LLC (collectively, "OPERATORS") to participate in or to permit Parent's child to participate in action sports, aggressive skating, skateboarding, scooter using, and/or BMX bicycling ("Activities") and for other valuable consideration release each of the OPERATORS, their respective agents, partners, members, managers, lessors, lessees, servants, employees, successors and/or assigns, of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned, or any property owned or used by the undersigned, while in, on or upon property owned, used, controlled, supervised or managed by OPERATORS, or while conducting or attending any Activities, performing any act or engaging in any conduct associated or connected with activities at Keystone Rampworks, LLC 131 Bear Creek Blvd. Wilkes Barre, PA 18702.

Each Participant and/or Parent signing below gives permission for any photos or videos taken at OPERATORS facility to be used for public relations.

Each Participant and/or Parent signing below is fully aware of the risks and hazards inherent in Activities, and acknowledges that Activities will expose the Participant to above normal risks, and intending to be legally bound, hereby elects voluntarily to engage in and attend Activities knowing the same to be hazardous and dangerous. The undersigned Parent and/or Participant hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the Parent and/or Participant, or any property owned or used by the undersigned, while in, on or upon property owned, used, controlled, supervised or managed by OPERATORS or while conducting or attending any Activities, performing any act or engaging in any conduct associated or connected with Activities.

In acknowledging the risks inherent in Activities and voluntarily participating in Activities, each Participant and Parent agrees that the he, she or they assume those inherent risks, and further acknowledges and understands that these risks include but are not limited to the following: (1) serious head or body injuries due to falls or collision; (2) collisions with other skaters, cyclists or others; (3) collisions with fixtures, equipment or machinery in the Sports Dome or with the walls of the Sports Dome; (4) death due to a serious injury sustained in a collision or fall; and (5) I understand that the use of helmets, knee and elbow pads and wrist guards are required for Participant's safety and that the equipment must be worn at all times while engaged in Activities. I expressly accept the responsibility to request and cause to be worn at all times a helmet for myself or any minor children in my charge. I further acknowledge that engaging in Activities without a helmet, knee and elbow pads and wrist guards shall be interpreted as an intentional and willful rejection of the use of this safety equipment by me and any minor children in my charge. Accordingly, I agree to be held completely responsible should any subsequent injuries or losses result to me or any minor children in my charge as a result of my decision to reject or remove safety equipment.

As part of the consideration herein provided, each Participant and/or Parent signing this Agreement acknowledges and agrees that he/she shall be responsible and liable to OPERATORS, shall defend and indemnify OPERATORS against, and hold OPERATORS harmless from and against all liability, damage, loss, claims, demands and actions or any nature whatsoever, including without limitation attorneys' fees and costs of defense (collectively, "Claims"), which arise out of or are connected with, or are claimed to arise out of or be connected with, any Activities performed, conducted or engaged in by the undersigned Participant and/or Parent, or which arise out of or are connected with or are claimed to arise out of or be connected with any accident or occurrence which happens or is alleged to have happened, in or about the place where such Activity is being performed or in the vicinity thereof, including but not limited to all claims on account of personal injury, death or property loss to (i) OPERATORS, their respective members, partners, employees, agents, subcontractors, customers, students, lessors, lessees, successors, and assigns (ii) the undersigned Participant or Parent, or (iii) any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of OPERATOR, the Participant, the Parent, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by OPERATORS, its members partners, employees, agents, subcontractors, customers students, lessors, lessees, successors, and assigns, the undersigned Parent or Participant, or any other person. Without limiting the generality of the foregoing, the Claims indemnified against shall include all Claims for personal injuries and/or property damage or any other infringement of personal or property rights of any kind, together with any related attorneys' fees and costs of defense. In signing the foregoing Agreement, each Participant and Parent hereby acknowledges and represents:

- (a) that the Participant and/or Parent has read the foregoing Agreement, understands it, and signs it voluntarily; and
- (b) that the Participant and/or Parent is either over Eighteen (18) years of age and of sound mind or is under Eighteen (18) years of age but is in the charge of a parent or guardian (referred to as "Parent" in this Agreement) who has read and explained this Agreement to the minor child and is co-signing the Agreement with the minor child.

I HAVE READ THIS AGREEMENT BEFORE SIGNING IT. I UNDERSTAND THAT AMONG OTHER THINGS, WHAT THIS TWO PAGE RELEASE MEANS IS THAT IF I (OR MINOR PARTICIPANT) GET HURT PARTICIPATING IN, OR ATTENDING, ACTIVITIES AT KEYSTONE RAMPWORKS, LLC, I CANNOT SUE THE OPERATORS AND EACH PARTICIPANT AND/OR PARENT AGREES TO DEFEND AND INDEMNIFY THE OPERATORS FROM LAWSUITS FROM ANYONE WHO MAY SUE THE OPERATORS BECAUSE I OR ANYONE ELSE HAD BEEN INJURED PARTICIPATING IN, OR ATTENDING, ACTIVITIES AT KEYSTONE RAMPWORKS,LLC.

PARTICIPANT AGE _____ PARTICIPANT BIRTHDATE _____ / _____ / _____

FULL ADDRESS _____
STREET ADDRESS CITY STATE ZIP CODE

PHONE# (_____) _____ - _____

PARENT/LEGAL GUARDIAN (If Participant is under 18 years of age) RELATIONSHIP TO PARTICIPANT: _____

PARENT/LEGAL GUARDIAN NAME(PRINT) _____

FULL ADDRESS _____
STREET ADDRESS CITY STATE ZIP CODE

PHONE# (_____) _____ - _____

EMERGENCY CONTACT

NAME _____ PHONE #(_____) _____ - _____

ADDITIONAL PARENT/LEGAL GUARDIAN (for Participants 13 years of age of under) RELATIONSHIP TO PARTICIPANT: _____

NAME(PRINT) _____

FULL ADDRESS _____
STREET ADDRESS CITY STATE ZIP CODE

PHONE# (_____) _____ - _____

To be completed with Keystone Rampworks, LLC Staff or Notary Public

IN WITNESS WHEREOF and intending to be legally bound hereby, the undersigned has signed this Release and indemnity

this _____ day of _____, 2_____.

Participant's Signature

Parent/Guardian's Co-Signature (If under 18 years of age)

Witness (Print Name) _____

I certify I am a staff member of Keystone Rampworks, LLC or a Notary in the state of _____

Witness Signature: _____

Notary Seal:

A valid copy of picture identification (license) must be affixed to this waiver.

Within the confines of box provided or on a seperate paper to be attached to this waiver.

