

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR
PAOLI BATTLEFIELD PARANORMAL INVESTIGATION TOUR**

1. I am to assume the full risk on the PAOLI BATTLEFIELD PARANORMAL INVESTIGATION TOUR.

I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Paoli Battlefield Preservation Fund, Inc. the Borough of Malvern PA, Paoli Memorial Association, their officers, agents, servants, or employees (hereinafter referred to as RELEASEES) 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 me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Pennsylvania.

5. The RELEASEES are granted the right to use and publish audio, digital, photographs or other recordings of me, or in which I may be included, for publicity, educational, advertising and any other purpose or medium without my inspection or approval and release them from all claims and liability relating to the above.

6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Date of Tour: _____

Print Name of Participant _____

Signature of Participant _____
(or parent/guardian if participant is a minor)

Signed on: _____

ALL TOUR PARTICIPANTS ARE REQUIRED TO SIGN A LIABILITY RELEASE WAIVER.