## WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT THE PENNSYLVANIA STATE UNIVERSITY STONE VALLEY RECREATION AREA

, the undersigned, affirm that I am participating in activities facilitated by Stone

## Printed Participant's Name

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Valley Recreation Area. Activities may include, but are not limited to the high ropes challenge course, rock climbing on artificial surfaces, canoeing, and hiking.

I (together with my parent or guardian, if I am under the age of eighteen or am not legally able to sign for myself) represent, covenant and agree, on behalf of myself and my executors, heirs, assigns, and any other person claiming by, under, or through me, as follows: I acknowledge that participating in the activities involves inherent risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur and assume all risks of any injuries, damages, or harm, which arise during or result from my participation in the above activity. I understand and am aware that the activities I am participating in, including the use of equipment and elevated heights, are inherently hazardous activities from which the risk of harm or injury cannot be eliminated. I recognize that I have the option to not participate in these activities instead of encountering these inherent risks. I hereby agree to expressly assume and accept any and all risk involved with my participation in these activities. I understand that The Pennsylvania State University strongly recommends that each participant have an annual physical examination and carry personal health and accident insurance to adequately cover me in the event that I suffer injury or death while participating in the above referenced activities.

I agree not to bring any action legal, equitable or otherwise or make any claim whatsoever against The Pennsylvania State University and/or its departments, trustees, affiliates, employees, volunteers, officers, agents or insurers (Released Parties) for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from my participation in the above activity. In addition, I do hereby release and forever discharge the Released Parties of any responsibility or liability of any nature to me for any personal injuries, death or property damage which I may suffer or incur either directly or indirectly as a result of my participation in the above-referenced activities.

I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorney's fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during, or result from my participation in the above-referenced activities.

I hereby authorize The Pennsylvania State University to photograph, video record, or audio record me engaging in activities led by Stone Valley Recreation Area. I further authorize The Pennsylvania State University to use any photographic, video, or audio recordings for promotional or instructional purposes.

I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily with the intent to be legally bound hereby for myself and on behalf of my heirs, executors and Assigns

EXECUTED this	day of	, 20
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Signature (if 18 or over)

Participant's Printed Name

Parent or Guardian Signature (if under age 18)

Parent/Guardian Printed Name