

FRIENDSHIP CENTER RELEASE AND WAIVER OF LIABILITY AGREEMENT

IN PARTIAL CONSIDERATION for being permitted to become a member/guest of or otherwise enter or use the facilities of the Friendship Center (the "FC") ("Facilities") shall include but not be limited to the FC building, facilities including the climbing structure, all furniture, fixtures and equipment contained therein and all programs and activities conducted therein) the undersigned individual agrees as follows:

1. For himself or herself, his or her personal representative, heirs, assigns and next of kin, acknowledges, agrees and represents that the Member/Guest of the FC, immediately upon entering or using any of the facilities of the FC, and continuously thereafter, shall inspect the facilities and all portions thereof which the Member/Guest enters or uses and that entry into the facilities or use thereof constitutes an acknowledgement that the Member/Guest has inspected the facilities and finds them to be safe and reasonably suited for the purposes of the Member's or Guests use. The Member/Guest further agrees and warrants that if at any time the Member/Guest is in or using the FC facilities and believes anything to be unsafe, the Member/Guest will immediately advise the staff of the FC and cease using the facilities.
2. The Member/Guest hereby releases, waives and discharges Lower Paxton Township and its officials and employees (individually and collectively the "Township") from any and all liability to the Member/Guest, his or her personal representative, heirs, assigns and next of kin for any and all loss or damage and any or all claims or demands therefore due to injury to the person or property of the Member/Guest or the death of the Member/Guest, whether caused by the negligence of the Township or otherwise while the Member/Guest is in or using the FC facilities.
3. The Member/Guest hereby assumes full responsibility for a bodily injury, death or property damage due to the action or inaction of the Township or otherwise while in or using the FC facilities.
4. The Member/Guest expressly acknowledges and agrees that there are certain dangers and risks of bodily injury, death and property damage involved in using the FC facilities. The risks involved in Climbing include but are not limited to: falling; collision with objects, people or structures; falling padded surfaces; being struck by other participants or objects; loose handholds; equipment failure even if equipment is properly used; and the conduct, including negligent conduct, of other participants, visitors and staff. Participation in Climbing Activities is voluntary and participants may withdraw from participation at any time.
5. The Member/Guest acknowledges that he or she has been provided with a copy of the FC rules/policies and agrees to comply with them. The Member/Guest further understands and acknowledges that failure to comply with the rules/policies may result in loss of use of the FC facilities and amenities without a refund of any amounts paid therefore.
6. The Member/Guest acknowledges that he or she has read and voluntarily signs this Release and Waiver of Liability Agreement and further agrees that no oral representations, statements or inducements other than the terms of this Release and Waiver of Liability Agreement have been made.

By signing the form below I agree to the Waiver Agreement stated above:

Print Name of Member/Guest

Date

Email Address

Phone Number

Address

Signature of Member/Guest (18 years and older)

Signature of Parent if Member/Guest is under 18 years of age

Print Name of Parent