

**Barber Beast on the Bay  
Adapted Course (Guardian Copy)**

**Participant Agreement, Release and Waiver of Liability,  
Assumption of Risk and Indemnity Agreement**

**CAUTION: READ CAREFULLY BEFORE SIGNING.**

**SERIOUS INJURY MAY RESULT FROM PARTICIPATING IN THE BARBER BEAST ON THE BAY AND WE DO NOT GUARANTEE THE SAFETY OF ANY PARTICIPANT. THIS DOCUMENT CONTAINS IMPORTANT INFORMATION ABOUT THE LEGAL RIGHTS OF A PARTICIPANT AND A PARTICIPANT'S ABILITY TO BRING A LEGAL ACTION. IF YOU HAVE QUESTIONS ABOUT THIS DOCUMENT, CONSULT WITH LEGAL COUNSEL BEFORE SIGNING.**

**THIS DOCUMENT MUST BE COMPLETED BY THE LEGAL GUARDIAN OF THE PARTICIPANT.**

I understand that by signing this Participant Agreement, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement and Waiver") I am, on behalf of the participant identified below (the "Participant") and as his/her legal guardian, giving up certain legal rights, including but not limited to the right to recover damages in the case of injury, death or property damage. I agree to the following, with the intent to be legally bound, in consideration for, and as a condition of, the Participant being permitted to participate in the Barber Beast on the Bay Adapted Course on Saturday, September 6, 2014 at Presque Isle State Park, including any pre-event and post-event activities, (the "Event").

**Read this document carefully before signing. Your signature indicates your understanding and agreement to its terms.**

**IT IS HEREBY AGREED AS FOLLOWS:**

1. **PRESENCE AT AND PARTICIPATION IN THE EVENT; LIMITATIONS.** I, on behalf of the Participant, have requested that the Dr. Gertrude A. Barber Educational Institute (the "Institute") grant the Participant permission to attend and participate in the Event. Such permission may be terminated at any time by the Institute in its sole discretion.

Permission to be present at and to participate in the Event is subject to all rules of conduct established by the Institute in its sole discretion as well as the directions and instructions of the Institute's and/or Presque Isle State Park's personnel and/or Event staff on the day of the Event. By entering into this Agreement and Waiver, I warrant that I have reviewed the rules pertaining to the Event with the Participant, that the Participant

understand such rules, and that the Participant agrees to honor and abide by such rules and the directions and instructions of the Institute's and/or Presque Isle State Park's personnel and/or Event staff at all times.

2. **CONSIDERATION.** I am executing this Agreement and Waiver in consideration for permission for the Participant to be present at and participate in the Event under the terms of this Agreement and Waiver. The Institute is granting such permission in accordance with the terms and conditions of this Agreement and Waiver and in consideration of the warranties, promises, covenants, representations, releases and waivers I have made herein on behalf of the Participant.
3. **SAFETY EQUIPMENT.** I understand and agree that participants are responsible for their own safety while present at and/or participating in the Event. Proper safety equipment should be worn at all times while present at and/or participating in the Event. The Institute has no obligation to provide safety equipment for a participant's use at the Event or to monitor any participant's use or nonuse of safety equipment.
4. **COMPANION.** It is strongly encouraged and recommended that all participants in the Adapted Course have a Companion at all times during participation in the Event to assist the participant through the Adapted Course. For purposes of this Paragraph 4, a "Companion" is an adult individual who has no mental or physical disability or impairment which would impair or inhibit his or her ability to participate in the Event and who is responsible for accompanying and assisting a participant through the Adapted Course. Any participant who elects to have a Companion accompany him or her through the Adapted Course is responsible for obtaining the Companion. The Institute will not obtain, select, or recommend a Companion for any participant. If a participant chooses to have a Companion, the Institute shall not be responsible for any failure of the Companion to adequately assist a participant through the Adapted Course or for any act or omission of the Companion that causes injury or property damage to the participant or any other person.
5. **SUPERVISION.** The Institute has no obligation to supervise the Event or any of the individuals who may be present at and/or participate in the Event. The Institution is not responsible for the intentional misconduct, reckless or negligence of any individual who is present at and/or who participates in the Event.
5. **CONSENT TO USE OF IMAGE.** Any photographs, motion pictures, recordings, and/or other records of any participant or any participant's likenesses may be captured during attendance at and/or participation in the Event. I, on behalf of the Participant, expressly grant the Institute the right, permission and authority to use the Participant's name and any such photographs, motion pictures, video recordings, and/or other records of the Participant or the Participant's likeness captured during his or her attendance at and/or participation in the Event for any legitimate purpose including, but not limited to, promoting, advertising and marketing activities.

6. **ASSUMPTION OF RISKS.** I understand and acknowledge that participation in the Event is an inherently dangerous activity, that I have communicated the inherently dangerous nature of the Event to the Participant, and that the Participant understands the inherently dangerous nature of the Event. The risks, hazards and dangers, including, but not limited to, personal injury, death, disability and/or property damage or loss (collectively "Damages"), cannot be eliminated even with safety measures and equipment. The Damages may occur with or without the Participant's negligence. The risks, hazards and dangers include, but are not limited to, falls; illness; infection; contact or collision with other participants at varying skill levels, staff, media personnel and spectators; contact or collision with motor vehicles or machinery; contact and the effects of contact with natural and man-made fixed objects; contact and the effects of contact with natural and man-made water and/or bodies of water; contact and the effects of contact with road and surface hazards; close proximity and/or contact and the effects of contact with thick smoke and/or open flames; dangers arising from the weather conditions including, but not limited to, extreme heat, humidity, rain, and fog; imperfect course conditions; inadequate safety measures; and inadequate competition equipment and/or equipment failure. (collectively, the "Hazards"). The Hazards are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and are participating in the Event, and such persons may at all times be present at and participating in the Event. The Participant knowingly, voluntarily and expressly choose to engage in the Hazards at his or her own risk and hereby assumes full and exclusive responsibility for all such inherent risks associated with the Hazards. By executing this Agreement and Waiver on behalf of the Participant, I attest that it is the Participant's intention to assume the entire risk of any of the Damages which might occur during, or as a result of, the Participant's presence at and/or participation in the Event.
7. **MEDICAL CONDITIONS, TREATMENT, AND INSURANCE.** I understand that the Participant is required to consult with a medical practitioner before participating in the Event to ensure that the Participant has the mental and physical ability to participate in the Event. Proof of consultation with a medical practitioner may be requested, at the option of the Institute, before the Participant is permitted to participate in the Event.

Participants are solely responsible for continuously monitoring their own mental and physical condition during the Event and must agree to withdraw from participation in the Event and immediately notify emergency personnel if continued participation in the Event poses a risk of danger to the participant or to others attending or participating in the Event. A participant will not be reimbursed any portion of the fees paid to participate in the Event even if the participant cannot complete the Event.

In the event a participant becomes ill or injured at the Event, the Institute and those acting on its behalf are expressly authorized to provide the participant with or obtain prompt medical attention or treatment. If necessary, I expressly authorize, on behalf of the Participant, the Institute and/or Presque Isle State Park personnel and/or Event staff to consent to medical care and treatment on behalf of the Participant. Notwithstanding the

above, the Institute has no obligation to provide the Participant with or obtain prompt medical attention or treatment.

Should emergency medical treatment be provided or obtained, the Participant's own accident/medical insurance company shall pay for all such incurred expenses. I attest that the Participant is currently covered by, and that the Participant will be covered by at the time of the Event, a medical insurance policy. In the event such medical insurance policy does not cover the cost of any and all medical treatment incurred as a result of the Participant's attendance and/or participation in the Event, the Participant will assume all responsibility for any and all such costs.

8. **WAIVER AND LIABILITY RELEASE.** As consideration for being permitted to be present at and/or participate in the Event, participants agree to assume full responsibility for any and all damages, including, but not limited to, personal injury, death, disability, medical and/or other expenses, which the Participant may sustain when present at and/or when participating in the Event. It is the Participant's intention to release and hold harmless the Institute, its respective officers, directors, employees, agents, insurers, representatives, assigns, affiliated entities, volunteers, promoters, advertisers, and others acting on its behalf; Presque Isle State Park and its respective officers, directors, employees, agents, insurers, representatives, assigns, affiliated entities, volunteers, promoters, advertisers, and others acting on its behalf; and all state, city, township, county and other governmental bodies and/or municipal agencies whose property and/or personnel are used in any way to assist in the Event (collectively, the "Releasees"), to the fullest extent allowed by law. I, on behalf of the Participant, for the Participant's heirs, administrators, personal representatives or assigns, forever release, discharge, and agree not to sue the Releasees from all claims, liabilities of any kind, demands, damages (including but not limited to direct, indirect, incidental, special and/or consequential damages), losses, costs (including but not limited to court costs, attorneys' fees and litigation expenses arising from any legal proceedings which the Participant might bring contrary to this Agreement and Waiver), actions, or causes of action of any kind or nature (whether they occur now or in the future, and whether they are known or unknown), that may arise out of, or result from, my presence at and/or participation in the Event (collectively, "Claims"). I, on behalf of the Participant, hereby waive any right the Participant may have to make Claims against the Releasees for any damages sustained by the Participant that may directly or indirectly arise out of or relate in any way to the Participant's presence at, and/or participation in the Event. The foregoing waiver and liability release applies even if the Claims are caused by the negligent acts, omissions or carelessness of any of the Releasees. The foregoing waiver and liability release applies to the Participant as well as his or her spouse, children, parents, guardians, heirs, administrators, personal representatives, successors, assigns, or any other person who might submit a Claim or sue on the Participant's behalf.

9. **INDEMNIFICATION.** I, on behalf of the Participant, hereby agree to indemnify, defend and hold harmless the Institute and any and all of the Releasees from any and all expenses incurred and/or claims made (including, but not limited to court costs, attorneys' fees and litigation expenses) that directly or indirectly arise out of or relate in any way to my or the Participant's breach of this Agreement and Waiver, the Participant's failure to follow any rules, directions, or instructions as set forth in Paragraph 1, above, and/or the Participant's actions or inactions (whether by intentional conduct, recklessness, negligence, carelessness or otherwise) while present at or while participating in the Event which cause injuries or damages to any other person or property.
10. **RESCHEDULING OR CANCELLATION OF EVENT.** The Institute reserves the right to delay, postpone, reschedule or cancel the Event if, in the sole discretion of the Institute, an emergency makes holding the Event on the previously scheduled day and/or time in any way unsafe or unreasonably difficult. For purposes of this Paragraph 10, an "emergency" includes any event beyond the control of the Institute including, but not limited to, high winds, extreme rain or hail, hurricanes, tornados, tropical storms, earthquakes, floods, acts of terrorism, fire, insurrection, war, public disaster, and unavoidable casualty. The Participant will not be entitled to receive a refund or any other reimbursement of costs incurred in connection with the Event if the Event is delayed, postponed, rescheduled or cancelled pursuant to this Section 10.
11. **AUTHORITY.** I hereby represent and warrant that I am the legal guardian of the Participant, that I am executing this Registration and Waiver on behalf of the Participant, and that I am legally authorized to do so. I have discussed the content of this Registration and Waiver with the Participant, and explained the dangers associated with participation in the Event, and the Participant desires to participate in the Event.
12. **DISPUTE RESOLUTION.** Any dispute, controversy, or claim arising out of or relating to this Agreement and Waiver, a breach thereof, or my presence at and/or participation in the Event shall be settled by arbitration. The arbitration shall be conducted in accordance with the rules then in effect of the American Arbitration Association and the decision of the arbitrator shall be final. Unless otherwise agreed by the parties, arbitration shall take place in Erie, Pennsylvania. Judgment of the award of the arbitrator may be entered in any court of competent jurisdiction.
13. **CHOICE OF LAW.** This Agreement and Waiver shall be governed by the laws of the Commonwealth of Pennsylvania, without reference to any principles of conflicts of laws which would direct the application of the laws of another jurisdiction.
14. **SEVERABILITY.** If any provision or clause of this Agreement and Waiver or the application thereof is held to be invalid by an arbitrator or court of competent jurisdiction, then such provision shall be severed herefrom and the remaining provisions of this Agreement and Waiver shall remain in full force and effect.

15. **BINDING EFFECT.** This Agreement and Waiver shall be binding at any time now or in the future when the Institute permits the Participant, (directly or indirectly), to be present at and/or participate in the Event. In the event of the Participant's injury, disability, or death, this Agreement and Waiver shall be binding upon the Participant's heirs, next of kin, family members, relatives, guardians, conservators, executors, administrators, trustees and assigns.
16. **ENTIRE AGREEMENT.** This Agreement and Waiver constitutes the entire agreement between the parties regarding the subject matter of the Agreement and Waiver and supersedes all prior agreements, verbal or written, which pertain to the subject matter to this Agreement and Waiver. This Agreement and Waiver may be modified only by a writing signed by all of the parties. The waiver of a breach of any provision of this Agreement and Waiver shall not be construed as a waiver of any subsequent breach. No waiver shall be valid unless it is in writing and signed by the party giving the waiver.

**BY SIGNING BELOW, I AFFIRM THAT I AM THE LEGAL GUARDIAN OF THE PARTICIPANT, THAT I HAVE READ THIS ENTIRE PARTICIPANT AGREEMENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (ALL SIX (6) PAGES) AND HAVE DISCUSSED ITS CONTENTS WITH THE PARTICIPANT, THAT I FULLY UNDERSTAND IT AND ITS CONTENTS, AND THAT I AM INTENTIONALLY AND VOLUNTARILY SIGNING THIS AGREEMENT AND WAIVER ON BEHALF OF THE PARTICIPANT.**

\_\_\_\_\_  
Signature of Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Guardian

\_\_\_\_\_  
Print Name of Participant