

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____, for my heirs, agents, descendants, dependents, executors, administrators, assigns, successors and representatives (“I”), understand that the use of The Salvation Army Kroc Center in Philadelphia (“The Kroc Center”), including use of The Kroc Center equipment, and participation in The Wheelchair Games held at The Kroc Center, and all activities taking place at The Kroc Center on the days of The Wheelchair Games, may involve the risk of property damage, and the risk of bodily injury, including death.

I further understand that The Salvation Army and its related entities, the entities’ parents, subsidiaries, affiliates, and each of their respective past and present employees, officers, agents, representatives, volunteers, successors, and assigns (collectively, “The Salvation Army”) do not screen those who use The Kroc Center – regardless of whether they use The Kroc Center facility or equipment or engage in The Kroc Center’s activities and events including The Wheelchair Games.

I understand that it is my responsibility to consult all the physicians and other professionals necessary to ensure that I can safely use The Kroc Center facility and equipment, and engage in The Wheelchair Games held at The Kroc Center.

I acknowledge that use of The Kroc Center facility and equipment, and participation in The Kroc Center activities and events during the days of The Wheelchair Games, is at my own risk. I acknowledge that there have been no express or implied warranties made by The Salvation Army concerning The Kroc Center.

In consideration of the opportunity to use The Kroc Center to attend The Wheelchair Games, and with the above-stated understanding of the risks of its use, and my responsibilities, I agree to assume all risks associated with The Kroc Center’s use including all risks associated with use of The Kroc Center facility and equipment, and participation in The Kroc Center activities and events including The Wheelchair Games. Such risks include the risks of my own personal injury, death, and/or loss of property, including all such risks which may be caused by the negligence of officers, employees, volunteers, agents, and/or representatives of The Salvation Army, and/or The Salvation Army itself.

I accordingly release and discharge The Salvation Army, and all of its officers, employees, volunteers, agents, and/or representatives, from and with respect to any and all actions, causes of action, suits, liabilities, claims and demands whatsoever, which may result during or from my presence at The Kroc Center during the days of The Wheelchair Games, including from all claims as to damages I may contend were caused by the negligence of officers, employees, volunteers, agents, and/or representatives of The Salvation Army, and/or The Salvation Army itself.

I intend by this Release and Waiver of Liability Agreement to waive all claims for negligence, products liability, breach of warranty and all other available claims against The Salvation Army and its officers, employees, volunteers, agents, and/or representatives, including claims for my own personal injuries, death and/or loss of

personal property, even if they were caused in whole or in part by officers, employees, volunteers, agents, and/or representatives of The Salvation Army, and/or The Salvation Army itself. This Release and Waiver of Liability Agreement covers and includes the entire premises of The Kroc Center including, but not limited to, all athletic areas including the fitness center, gymnasium, dance and exercise studios, aquatic center, and all outside athletic areas including the athletic field; all parking facilities; the art studio; the early education center; the learning center; the day care area; the worship and performing arts center; the cafe; the Wells Fargo Foundation Community Conference and Training Center; the Family Resource Center; all party and event rooms; the Pavilion; and all other locations at The Kroc Center including the rest rooms, showers, offices, and all not previously identified interior and exterior grounds of The Kroc Center including all horticultural areas and all common areas (both interior or exterior). I understand that I must sign this Release and Waiver of Liability Agreement in order to utilize the aforementioned premises of The Kroc Center on the days of The Wheelchair Games.

I agree to indemnify and hold The Salvation Army and its officers, employees, volunteers, agents, and/or representatives, harmless from, and with respect to, any and all of the above-stated actions, causes of action, suits, liabilities, claims and demands. I agree to pay the costs of all such actions, including but not limited to all attorneys' fees incurred by The Salvation Army and its officers, employees, volunteers, agents, and/or representatives, in defense of the same.

I intend and agree that this Release and Waiver of Liability Agreement shall be construed in accordance with Pennsylvania law, and shall be binding upon my heirs, agents, descendants, dependents, executors, administrators, assigns, successors and representatives. I acknowledge that if any portion of this Release and Waiver of Liability Agreement is held invalid, that invalidation shall not affect the validity of the remainder of this Release and Waiver of Liability Agreement.

Photographic, scanned, or facsimile copies of this Release and Waiver of Liability Agreement may be used in lieu of the originals for any purpose.

I acknowledge that any dispute relating to this Release and Waiver of Liability Agreement shall be resolved exclusively in the Courts of the Commonwealth of Pennsylvania.

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE AND WAIVER OF LIABILITY AGREEMENT AND, BY SIGNING BELOW, DEMONSTRATE MY INTENTION TO BE LEGALLY BOUND BY IT.

THIS IS A BINDING CONTRACT.

Date: _____

Signature: _____

Printed Name: _____