



ACTIVITIES PARTICIPATION AGREEMENT

ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT, AND COVENANT NOT TO SUE

MAIN RELEASE FOR SPOOKY NOOK SPORTS, INC.

In consideration of being allowed to participate in any training, events and activities (“Activities”) associated with Spooky Nook Sports, Inc., a/k/a The Sports Complex, a/k/a Spooky Nook Sports, a/k/a Nook Sports, a/k/a Spooky Nook LANCO (“The Nook”), located at 2913 (“The Nook”), located at 2913 Spooky Nook Road and 1901 Miller Road in East Hempfield Township, I, _____ the undersigned, acknowledge and agree that:

1. The risk of injury from the training, events and activities (“Activities”) at The Nook is significant, including the potential for permanent paralysis and death, and while particular training, skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation in Activities at The Nook.
3. Despite such risks, I willingly agree to participate in Activities at The Nook and comply with the terms and conditions for participation in the Activities at The Nook, which I acknowledge receiving and understand completely. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and will notify The Nook of such hazard immediately.
4. I certify that I am physically and mentally fit to participate in Activities at The Nook and have not been advised by a qualified medical professional not to participate in any Activities such as those offered at The Nook. I certify that there are no health-related reasons or problems which preclude my participation in these Activities or event and have disclosed to The Nook any underlying medical conditions.
5. I hereby consent to receive medical treatment which may be deemed advisable by The Nook in the event of injury, accident, and/or illness during my participation in Activities at The Nook. I agree that I will not hold the Releasees responsible for any claims resulting from any medical treatment I receive. I certify that I currently have medical/health insurance to cover any injuries that I may sustain during my participation in Activities at The Nook.
6. I RELEASE, WAIVE, AND DISCHARGE ANY AND ALL CLAIMS that I or my heirs, assigns, personal representatives, and next of kin, may have now or in the future against The Nook, and its officers, directors, employees, contractors, subcontractors, sponsors, suppliers, national organizations or associations, representatives, agents, affiliates, insurers, successors and assigns; other participants, teams, sponsors, and advertisers of the Activities at The Nook; and, if applicable, owners and lessors of the premises used by The Nook (collectively the “Releasees”) for any liability, expenses, loss or damage to person or property, injury, death or disability suffered from or in connection with my presence or participation in the Activities at The Nook due to any cause whatsoever, INCLUDING THE NEGLIGENCE ON THE PART OF THE RELEASEES. I HEREBY AGREE NOT TO SUE OR MAKE CLAIMS AGAINST THE RELEASEES AND GIVE UP ALL MY RIGHTS TO DO SO.
7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees, WITH RESPECT TO ANY AND ALL LIABILITY, INJURY, DISABILITY, DEATH or loss or damage to person or property, or expenses or fees (including reasonable attorney’s fees) associated with my presence or participation in the Activities at The Nook, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
8. This Agreement contains the entire agreement between the undersigned and the Nook concerning its subject matter. This Agreement supersedes any prior agreements or understandings between Participant or Parent and the Nook concerning the subject matter of this Agreement and will remain in effect and unless and until terminated or replaced by a new written agreement.
9. This Agreement and any disputes arising out of or related to participant’s involvement in Activities at the Nook or this agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. Jurisdiction and venue for any disputes arising out of or related to Participant’s involvement in Activities at the Nook or this Agreement shall be exclusively in the Court of Common Pleas of Lancaster County or the Federal District Court for the Eastern District of Pennsylvania.

10. If any provision of this Release of Liability, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this release shall remain in full force and effect.

PHOTOGRAPHY RELEASE

I hereby agree to allow Spooky Nook Sports, Inc. (“Nook Sports”) to record and publish photos and videos (including audio) of myself for the purpose of promoting Nook Sports in a manner that does not violate NCAA Bylaw 12.5.2 and for documenting and/or reporting events and activities. I understand photographs, video and/or audio tape recordings to be taken of myself and/or family members at practice, during competition, recreational play, as well as other Nook Sports related events. I understand that this media will be produced and used for promotional purposes that do not violate NCAA Bylaw 12.5.2, and I authorize Nook Sports to use my/our photograph, video and/or audio recording on its Website and social media platforms, such as Facebook, Twitter, YouTube, FourSquare and Pinterest, etc., as well as other official printed publications without further consideration. In addition, I acknowledge Nook Sports’ right to crop or treat the media at its discretion, and I also acknowledge that Nook Sports may choose not to use my/our image at this time, but may do so as its own discretion at a later date.

I also understand that once I, or my family members, image(s) have been captured, they may be posted on the Nook Sports Website or social media platforms, the image can be downloaded by any computer user on or off the premises of the Sports Complex. Nook Sports also reserves the right to discontinue use of photos without notice.

ACKNOWLEDGMENT

I acknowledge, for myself and any minor child or children on whose behalf I have signed a Nook Waiver And Release Of Liability for any Injury or Death And Assumption Of Risks form (“Release”), that: (a) I have read the Release and I fully understand all of the terms of the Release; (b) I agree that nothing in the Bouldering Orientation and Facility Orientation unto which this Acknowledgment is attached shall be construed to alter, modify, or extinguish any element of the Release, or any agreement made by me thereunder; (c) I understand that I or such minor child or children identified as the “Participant” on the Release require orientation and/or training before participating in climbing and bouldering activities in Clip n Climb and/or the Nook Climbing Gym; (d) I understand that may require me to pass an assessment or assessments prior to allowing me or such Participant to participate in certain activities; (e) I understand that if I or such Participant need(s) additional assistance, orientation, instruction, training or assessment during my or such Participant’s participation in a Nook climbing facility at any future time, then it is my responsibility to seek such assistance, orientation, instruction, training or assessment from the Nook staff prior to participating in any activity for which I am not, or such Participant is not, trained or qualified; and (f) my signature indicates that I understand the information and acknowledgments set forth above.

I HAVE READ THIS RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT’S NAME

AGE

_____/_____/_____
BIRTHDATE

PARENT/GUARDIAN NAME

EMAIL ADDRESS

ADDRESS

PHONE NUMBER

CITY STATE

ZIP

SIGNATURE

**ORTHOPEDIC ASSOCIATES OF LANCASTER
CONSENT FOR EMERGENCY ASSESSMENT AND TREATMENT
BY ATHELETIC TRAINERS**

I consent to the performance of emergency services, including assessment and management of injuries at the Spooky Nook Sports, Inc., as may be deemed necessary or advisable and in accordance with protocols established by physicians of Orthopedics Associates of Lancaster, Ltd. I understand that services are provided by licensed athletic trainers of Orthopedic Associates of Lancaster.

I understand that the licensed athletic trainers may determine that I need to be referred to a physician or a hospital emergency department for further assessment and treatment of my injury.

This consent for treatment is effective until revoked.

PATIENT

DATE

PATIENT'S LEGAL REPRESENTATIVE OR GUARDIAN

RELATIONSHIP TO PATIENT

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINORITY AGE:

(Under age 18 at time of registration)

This is to certify that I am the parent or guardian of the minor Participant named above, having legal responsibility for this minor, and I do hereby consent (with the approval of my spouse, if any) to the minor's participation in the Activities at The Nook and agree to the Release of Liability as provided above and hereby make and enter into each and every representation, certification, waiver, release, assumption and indemnity described above in the Release of Liability on behalf of myself, the minor, any other parent or guardian of the minor, and our heirs, assigns, personal representatives, and next of kin. I agree to give up my rights, the minor's rights, and the rights of any other parent or guardian to maintain any claim or suit against Releasees arising out of the minor's presence or participation in the Activities at The Nook. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, and I agree to indemnify and defend the Releasees for all liability arising out of any lack of authority on my part to make such waivers and releases.

PARENT/GUARDIAN SIGNATURE

PRINT NAME

Date signed