

## RELEASE AND WAIVER OF LIABILITY

The person or entity named below (referred to as the "**Undersigned**") desires to enter the property owned by FANTOM PROPERTIES, LLC (the "**Owner**") located at \_\_\_\_\_ (the "**Property**"), for the purpose of \_\_\_\_\_ (the "**Activity**").

In consideration of being permitted by the Owner to enter the Property and participate in the Activity, and in recognition of the Owner's reliance hereon, the Undersigned agrees to the following terms and conditions:

1. The Undersigned hereby expressly waives and releases any and all claims, now or hereafter known, against the Owner, and its officers, directors, managers, employees, agents, representatives, affiliates, members, successors, and assigns (collectively, the "**Releasees**"), on account of injury, disability, death, or property damage arising out of or attributable to being on the Property or participation in the Activity, whether arising out of the ordinary negligence of the Owner or any Releasees or otherwise. The Undersigned covenants not to make or bring any such claims against the Owner or any other Releasee, and forever releases and discharges the Owner and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Pennsylvania law does not permit to be released by agreement.

2. The Undersigned agrees that the acts and omissions of its officers, directors, managers, members, shareholders, employees, agents, representatives, guests, invitees or licensees on the Property or in connection with the Activity constitute the Undersigned's acts or omissions for the purpose of this Release and Waiver of Liability, and that the Owner and all other Releasees shall not be liable for any such acts or omissions.

**3. The Undersigned shall defend, indemnify, and hold harmless the Owner and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, the costs of enforcing any right to indemnification under this Release and Waiver of Liability, and the cost of pursuing any insurance providers, incurred by the Owner or any other Releasees arising out of or resulting from any claim brought by a third party including, but not limited to, any of the Undersigned's officers, directors, managers, members, shareholders, employees, agents, representatives, guests, licensees or invitees, in connection with being on the Property or participation in the Activity, including any claim related to the Undersigned's own negligence or the ordinary negligence of the Owner or other Releasees.**

4. The Undersigned agrees that it will follow all instructions of any representative or agent of the Owner while on the Property.

5. If any term or provision of this Release and Waiver of Liability is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision herein. This Release and Waiver of Liability is binding on and shall inure to the benefit

of the Owner, the Undersigned and the respective successors, assigns, heirs, executors, and personal representatives of the parties. All matters arising out of or relating to this Release and Waiver of Liability shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release and Waiver of Liability may be brought only in the federal and state courts located in Lancaster County, Pennsylvania and the parties hereby consent to the exclusive jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

**BY SIGNING, THE UNDERSIGNED ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT THE UNDERSIGNED IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE OWNER.**

Person:

Entity:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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