

RELEASE, WAIVER AND INDEMNITY AGREEMENT – EVENTS

I, being of lawful age, on behalf of myself and any of my personal representatives, heirs, and next of kin (collectively, the “Releasor”), release, waive and covenant not to sue Bethany Christian Services of Western PA (“BCS”), its parent companies, subsidiaries, affiliates and all of the foregoing’s directors, officers, employees, shareholders, representatives, promoters, sponsors, advertisers, agents, lessors and lessees, including, without limitation Bethany Christian Services (jointly and severally, the “Released Parties”) from and against all claims, losses, damages, liabilities or costs arising out of or related to any of the Released Parties’ activities or events, including without limitation personal injury or death. This release applies regardless of any negligence or other wrongful conduct of Released Parties.

I assume full responsibility for and risk of bodily injury, including death due to all activities and conditions, including, without limitation, all risks inherent to driving or riding in a vehicle or on a motorcycle, playing recreational sports, swimming, walking, biking and/or running. I fully understand there are risks, and dangers associated with participation in recreational activities including, without limitation, swimming, running, walking, biking and driving and riding in vehicles or on motorcycles, which could result in serious bodily injury and/or death. I affirm on behalf of myself that I am in good mental and physical fitness for any recreational or other activities in which I may engage.

I affirm on behalf of myself that I will use the appropriate safety equipment (which I am responsible for providing), including but not limited to ear and eye protection, helmets and other protective gear, when engaging in recreational or other activities. To the extent allowed by applicable law, Releasor agrees to indemnify the Released Parties and each of them from any claims, losses, damages, liabilities or costs to the Released Parties for any and all claims which may be brought against any of the Released Parties in connection with my use listed below of BCS’s facilities or real property or related to activities or events sponsored by the Released Parties.

Releasor agrees that this release, waiver, and indemnity agreement (“Release”) is intended to be as broad and inclusive as permitted by the laws of the State of Michigan (without giving effect to conflicts of law principles) and that if any portion of this Release is held invalid, it is agreed that the remaining part of this Release will continue in full legal force and effect. Releasor further releases all officials and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered to them during participation in an activity, or any event conducted at any facility operated by the Released Parties.

I acknowledge that BCS does not provide health and accident insurance for non-employees and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

Releasor agrees to reimburse BCS and the other Released Parties for actual attorneys’ fees incurred by BCS or the other Released Parties with respect to any claim or lawsuit brought by Releasor against BCS or the other Released Parties if Releasor is not the prevailing party with respect to such claim or lawsuit. **RELEASOR IRREVOCABLY AND UNCONDITIONALLY WAIVES HIS OR HER RIGHTS TO A TRIAL BY JURY IN ANY ACTION THAT ARISES OUT OF OR RELATES TO THIS RELEASE OR THE ACTIVITIES OR EVENTS SPONSORED BY BCS OR THE OTHER RELEASED PARTIES.** Releasor agrees that this Release may be executed electronically (for example, by electronically clicking a box confirming the terms of this Release) and Releasor’s electronic execution of this Release will be binding on Releasor. This Release contains the

entire agreement between Releasor and the Released Parties with respect to the subject matter of this Release. BCS_Waiver Event 8-13-19 Page 2 of 2

I further state that I have carefully read the above Release and know the contents of the Release and sign this Release as my own free act. This Release contains the entire agreement between the parties to this Release and the terms of this Release are contractual and not a mere recital.