

**Hidden Valley Foundation, Inc.**  
**Activity Participation Agreement, Waiver, and Release**

In consideration of being permitted by Hidden Valley Foundation, Inc. ( the “Foundation”) to participate in activities or events located on real property owned or operated by the Foundation, including but not limited to the South Ridge Center and the Highlands Center, and all such premises, equipment and facilities located thereon ( “Foundation Property”), sponsored by the Foundation or one of its committees, or activities or events sponsored by the Foundation or one of its committees which occurs away from Foundation Property, I hereby waive, release and discharge any and all claims for damage for personal injury, physical illness, death or property damage which I may have, or which may hereafter accrue to me, as a result of my participation or the participation of my spouse or child, in activities or events at said Foundation Property or where said sponsored activity or event may take place. This release is intended to discharge in advance the Foundation, its board members, officers, employees and agents, its affiliated associations, its associated homeowner associations, its committee members and associated groups, from any and all liability arising out of or connected in any way with my participation in activities or events on Foundation Property or at any other location of a Foundation-sponsored activity or event, even though the liability may arise out of negligence or carelessness on the part of any party associated with the Foundation as previously defined. It is understood that activities and events such as the ones I will be participating in may involve an element of risk and danger of accidents, physical illness, injury, death or property damage and, knowing those risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold harmless the Foundation, its officers, employees and agents, its associated home owners associations, its committee members and associated groups from any loss, liability, damage, cost or expense which they may incur as the result of my death or any illness, injury or property damage that I may sustain while participating in any activity or event on Foundation Property or at any other location where a Foundation sponsored activity or event is taking place.

I acknowledge and agree that the Foundation has a legal obligation to comply with all applicable laws, including governmental orders in connection with any communicable diseases of public health significance, pandemics, epidemics, public health emergency declarations, civil commotions, war, terrorist acts, or natural catastrophes. I acknowledge and agree that the Foundation is exercising reasonable care and by acting in accordance with all applicable laws and governmental orders. I acknowledge and understand that there is an element of risk in connection with communicable diseases by participating in activities or events on Foundation Property or at any other location of a Foundation-sponsored activity or event. I acknowledge that the use of the Foundation Property may despite the Foundation’s reasonable efforts to mitigate such dangers, result in the exposure to a communicable disease, including COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

I understand that by participating in any of the aforementioned activities or events, all Participants consent to photo images taken by the Foundation, its agents, or staff during this activity or event to be used in any or all of the Foundation's publications and websites.

I hereby acknowledge, agree and represent that I have inspected and carefully considered the Foundation Property and find the Foundation Property to be safe and reasonably suited for the use or participation by the undersigned. I fully understand and appreciate both the known and potential dangers of utilizing the Foundation Property.

I UNDERSTAND THAT THIS AGREEMENT, RELEASE AND WAIVER SHALL BECOME EFFECTIVE, WITHOUT NEED OF RENEWAL, UPON THE DATE OF EXECUTION AND WILL CONTINUE FROM THAT DAY FORWARD FOR ANY AND ALL FOUNDATION ACTIVITIES AND EVENTS UNTIL AND UNLESS I FORMALLY REVOKE THIS AGREEMENT IN WRITING AND DELIVER SAID REVOCATION TO THE FOUNDATION WITH NOTICES OF THE SAME TO THE FOUNDATION'S EXECUTIVE DIRECTOR AT THE FOLLOWING ADDRESS: HIDDEN VALLEY FOUNDATION, INC., EXECUTIVE DIRECTOR, 1900 SOUTH RIDGE DRIVE., P.O. BOX 4180, HIDDEN VALLEY, PA 15502-4180

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FOUNDATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ASSOCIATED HOMEOWNERS ASSOCIATIONS, AFFILIATED ASSOCIATIONS, ASSOCIATED GROUPS, AND ITS COMMITTEE MEMBERS AND I SIGN IT OF MY OWN FREE WILL.

1. Participant Name: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip : \_\_\_\_\_
  
2. Participant Name: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_
  
3. Participant Name: \_\_\_\_\_  
Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**CONSENT OF PARENT/GUARDIAN (If Participant is a Minor)**

I, \_\_\_\_\_, represent and warrant that I am the parent or legal guardian of the Participant listed in the above and am authorized to act on behalf of the Participant. I hereby consent that the Participant may participate in activities and events on Foundation Property, as defined above, or any place where there is a Foundation-sponsored activity or event if the activity or event does not take place on Foundation Property, and I hereby execute this Agreement, Waiver, and Release on his/her behalf.

I hereby acknowledge, agree and represent that I have inspected and carefully considered the Foundation Property and find the Foundation Property to be safe and reasonably suited for the use or participation by the undersigned and participating children. I fully understand and appreciate both the known and potential dangers of utilizing the Foundation Property.

I hereby affirmatively state that the said Participant is physically able to participate in said activity. I hereby agree to indemnify and hold the Foundation, its board members, officers, employees and agents, its affiliated associations, its associated homeowner associations, its committee members and associated groups free and harmless from any loss, liability, damage, claims, cost or expense, including but not limited to attorney fees, that they may incur as a result of the death or any injury or illness or property damage that said participant may sustain while participating in activities at or on Foundation Property or any place there is a Foundation-sponsored activity or event if the activity or event does not take place on Foundation Property. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, claims, cost or expense, including but not limited to attorney fees, that they may incur as a result of any misrepresentation made by my execution of this Consent.

I UNDERSTAND THAT THIS AGREEMENT, RELEASE AND WAIVER SHALL BE BECOME EFFECTIVE, WITHOUT NEED OF RENEWAL, UPON THE DATE OF EXECUTION AND WILL CONTINUE FROM THAT DAY FORWARD FOR ANY AND ALL FOUNDATION ACTIVITIES AND EVENTS UNTIL AND UNLESS I FORMALLY REVOKE THIS AGREEMENT IN WRITING AND DELIVER SAID REVOCATION TO THE FOUNDATION WITH NOTICE OF THE SAME TO THE FOUNDATION'S EXECUTIVE DIRECTOR AT THE FOLLOWING ADDRESS: HIDDEN VALLEY FOUNDATION, INC., EXECUTIVE DIRECTOR, 1900 SOUTH RIDGE DRIVE., P.O. BOX 4180, HIDDEN VALLEY, PA 15502-

**I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF, ON BEHALF OF SAID MINOR CHILD(REN), AND THE FOUNDATION, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AGENTS, ASSOCIATED HOMEOWNERS ASSOCIATIONS, AFFILIATED ASSOCIATIONS , ASSOCIATED GROUPS, AND COMMITTEE MEMBERS AND I SIGN IT OF MY OWN FREE WILL.**

1. Parent/ Guardian Name: \_\_\_\_\_  
Parent/Guardian Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Participant's Name \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip : \_\_\_\_\_  
Parent/Guardian Cell Phone: \_\_\_\_\_  
Parent/Guardian Home Phone: \_\_\_\_\_  
Parent/Guardian Email: \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_  
Emergency Contact Relationship to Participant: \_\_\_\_\_  
Emergency Contact Phone: \_\_\_\_\_  
Emergency Contact Phone: \_\_\_\_\_
2. Parent/ Guardian Name: \_\_\_\_\_  
Parent/Guardian Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Participant's Name \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip : \_\_\_\_\_  
Parent/Guardian Cell Phone: \_\_\_\_\_  
Parent/Guardian Home Phone: \_\_\_\_\_  
Parent/Guardian Email: \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_  
Emergency Contact Relationship to Participant: \_\_\_\_\_  
Emergency Contact Phone: \_\_\_\_\_  
Emergency Contact Phone: \_\_\_\_\_