

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 the 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 homeowners 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 can be used in any or all of the Foundation’s publications and websites. In the event that you do not consent to the use of your photograph or a photograph of any family member by the Foundation, please advise the Executive Director, Pool Manager or Head Lifeguard upon entering the pool area.

I further acknowledge that taking photographs of Foundation employees, including lifeguards, is prohibited without their consent.

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 and participating in Foundation sponsored activities.

I hereby acknowledge it is my sole responsibility to review and comply with all policies and rules issued by the Foundation in connection with the use of the Foundation Property or participation in Foundation sponsored activities. I acknowledge and understand that failure to abide by the policies and rules of the Foundation may result in the loss of privileges, loss of property rights, or other monetary and non-monetary penalties. I agree to indemnify and to hold harmless the Foundation, its officers, employees and agents, its associated homeowners associations, its committee members and associated groups from any loss, liability, damage, cost, or expense which they may incur as the result of my failure to comply with all such policies and rules issued by the Foundation.

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.

Participant Name (print): _____ Date: _____

Participant Signature: _____

Participant Name (print): _____ Date: _____

Participant Signature: _____

Mailing Address: _____

Hidden Valley Property (unit number & street) _____

CERTIFICATION OF AGE

_____ I certify that I am 18 years or older.

If the Participant(s) is/are under 18 years old, the Parent or Guardian of the Participant(s) must execute this Hidden Valley Foundation, Inc. Activity Participation Agreement, Waiver, and Release on behalf of the Participant(s) by signing the following Consent of Parent/Guardian.

CONSENT OF PARENT/GUARDIAN (For Minor Aged Participant(s))

I, _____, represent and warrant that I am the parent or legal guardian of the Participant(s) _____ and am authorized to act on behalf of the Participant(s). I hereby consent that the Participant(s) 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 Participant(s). I fully understand and appreciate both the known and potential dangers to the Participant(s) of utilizing the Foundation Property and participating in Foundation sponsored activities.

I hereby affirmatively state that the said Participant(s) 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 the Participant(s) 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 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, such as and including COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

I consent to photo images taken of the Participant(s) 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 it is my sole responsibility to ensure the Participant(s) reviews and complies with all policies and rules issued by the Foundation in connection with the use of the Foundation Property or

participation in Foundation sponsored activities. I acknowledge and understand that the failure of the Participant(s) to abide by the policies and rules of the Foundation may result in the loss of privileges, loss of property rights, or other monetary and non-monetary penalties. I agree to indemnify and to hold harmless the Foundation, its officers, employees and agents, its associated homeowners associations, its committee members and associated groups from any loss, liability, damage, cost, or expense which they may incur as the result of the Participant(s)' failure to comply with all such policies and rules issued by the Foundation.

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 15502-4180.

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, 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.

Parent/ Guardian Name (print): _____

Parent/Guardian Signature: _____

Date: _____

Participant(s) Names (print) _____

Participant(s) Dates of Birth _____

Parent/Guardian Cell Phone: _____

Parent/Guardian Home Phone: _____

Parent/Guardian Email: _____

Emergency Contact Name: _____

Emergency Contact Relationship to Participant(s): _____

Emergency Contact Phone: _____

Emergency Contact Phone: _____