

**Release, Indemnification and Promise Not to Sue Agreement
for
Philadelphia Flying Phoenix Association**

IN CONSIDERATION of being permitted to participate in the activities of the Philadelphia Flying Phoenix Association ("PFPA"), and to use facilities for this purpose which are owned by the Philadelphia Fairmount Park Commission and the city of Philadelphia (collectively the "City") and other good and valuable consideration, and intending to be legally bound, I, for myself, my personal representative, heirs, and assigns:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the land and/or water based activities of PFPA, that I am over 18 years of age, in good health, and in proper physical condition to participate in such activities without adverse effects.

Initial: _____

2. CERTIFY that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in any of the activities of PFPA, or, if not, I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical infirmity I may have.

Initial: _____

3. FULLY UNDERSTAND that: (a.) the land and/or water based activities of the PFPA involve physical risks and dangers ("Risks"); (b.) these Risks may be caused by my own actions or omissions, or the actions or omissions of others; (c.) the water and /or land based activities of PFPA may give rise to other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME THE CONSEQUENCES OF ALL OF THE RISKS AND ANY OTHER UNKNOWN RISKS.

Initial: _____

4. RELEASE and discharge PFPA and the City, and each of their administrators, directors, agents, officers, volunteers, and employees, (collectively, the Releasees) from all liability, claims, demands, losses or damages incurred by me, caused or alleged to be caused by, or arising in any way from, in whole or in part, the actions or omissions of any of the Releasees or otherwise, and I further agree that if, despite this Release and indemnification agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any loss, cost, or expense incurred by any of them (including cost of litigation) as a result of such claim. I promise not to bring suit or any legal action against any of the Releasees with regard to any loss, cost or expenses incurred by me as a result of participating in any of the activities of PFPA whether on property owned or controlled by the City or elsewhere, whether due to any act or omission of the Releasees or otherwise.

Initial: _____

5. ASSUME all the risk and full responsibility for any risk of bodily injury, death or property damage arising out of or related to any of the activities of PFPA, whether caused by any act or omission of the Releasees or otherwise.

Initial: _____

I HAVE CAREFULLY READ AND UNDERSTAND THE PROVISIONS OF EACH OF THE PARAGRAPHS SET FORTH ABOVE AND I UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS INCLUDING THE RIGHT TO SUE BY SIGNING THIS AGREEMENT. By signing this Agreement, I acknowledge that if I am hurt or my property is damaged during my participation in any water and/or land based activity of PFFA, whether on property owned or controlled by the City or elsewhere, I may be found by a court of law to have waived my right to maintain a lawsuit against the Releasees on the basis of any claim from which I have released them in this Agreement. I agree to be bound by the terms of the Agreement. I have signed it freely and without any inducement or assurance of any nature and **I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law** and agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. This Agreement will be construed and interpreted under the law of Pennsylvania without regard to provisions relating to conflicts of laws. It is the entire agreement between myself and PFFA and may not be changed or amended except in a writing signed by me and the President of PFFA.

Signature

Date

Printed Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

E-mail: _____