## EVENT & COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Event:	Date:	

Bears Picnic Presents LLC, et.al., Bears Picnic Family Reunion, The Get Down, Grateful Get Down, Staff and Performing Artists, Blain Fire Company and Picnic Grounds

IN CONSIDERATION of being permitted to, observe, work, or participate in any way in the EVENT(S), I for myself, my personal representatives, heirs, and next of kin: 1. Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the past thirty days; 2. Acknowledge that I am aware that by entering the premises and participating in the EVENT(S) that there are risks to me and to those with whom I interact physically and of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof; 3. HEREBY voluntarily agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE on behalf of myself or on behalf of others with whom I interact, the promoters, owners, participants, vendors, sanctioning organizations or any subdivision thereof, officials, medics, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor, whether caused by the negligence of the 4. HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees or otherwise: releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my injury, illness or death, whether caused by the negligence of the Releasees or otherwise. 5. \*In addition, if I am purchasing tickets for others that will attend with me, each person is included in this waiver for this purchase and will sign the waiver at the gate. In addition, If, despite this release, a minor under my care makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND. INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE. WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY PURCHASING TICKET(S) AND SUCH SERVES AS MY SIGNATURE; THAT I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. THIS AGREEMENT IS GOVERNED BY THE LAWS OF PENNSYLVANIA.

PRINT NAME SIGN NAME DATE