



**ACKNOWLEDGEMENT OF RISK, RELEASE OF LIABILITY,  
INDEMNIFICATION AGREEMENT, AND COVENANT NOT TO SUE  
("ACTIVITIES PARTICIPATION AGREEMENT")**

In consideration of being allowed to participate in any training, events and activities ("Activities") associated with Spooky Nook Sports, Inc. , a/k/a The Sports Complex, a/k/a Spooky Nook Sports, a/k/a Nook Sports ("The Nook"), located at 2913 Spooky Nook Road in East Hempfield Township, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the training, events and activities ("Activities") at The Nook is significant, including the potential for permanent paralysis and death, and while particular training, skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation in Activities at The Nook.**
3. Despite such risks, I willingly agree to participate in Activities at The Nook and comply with the terms and conditions for participation in the Activities at The Nook, which I acknowledge receiving and understand completely. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and will notify The Nook of such hazard immediately.
4. I certify that I am physically and mentally fit to participate in Activities at The Nook and have not been advised by a qualified medical professional not to participate in any Activities such as those offered at The Nook. I certify that there are no health-related reasons or problems which preclude my participation in these Activities or event and have disclosed to The Nook any underlying medical conditions.
5. I hereby consent to receive medical treatment which may be deemed advisable by The Nook in the event of injury, accident, and/or illness during my participation in Activities at The Nook. I agree that I will not hold the Releasees responsible for any claims resulting from any medical treatment I receive. I certify that I currently have medical/health insurance to cover any injuries that I may sustain during my participation in Activities at The Nook.
6. I hereby agree to allow the Nook to record and publish photos and videos (including audio) of myself for the purpose of promoting the Nook and for documenting and/or reporting events and activities.
7. **I RELEASE, WAIVE, AND DISCHARGE ANY AND ALL CLAIMS that I or my heirs, assigns, personal representatives, and next of kin, may have now or in the future against The Nook, and its officers, directors, employees, contractors, subcontractors, sponsors, suppliers, national organizations or associations, representatives, agents, affiliates, insurers, successors and assigns; other participants, teams, sponsors, and advertisers of the Activities at The Nook; and, if applicable, owners and lessors of the premises used by The Nook (collectively the "Releasees") for any liability, expenses, loss or damage to person or property, injury, death or disability suffered from or in connection with my presence or participation in the Activities at The Nook due to any cause whatsoever, INCLUDING THE NEGLIGENCE ON THE PART OF THE RELEASEES. I HEREBY AGREE NOT TO SUE OR MAKE CLAIMS AGAINST THE RELEASEES AND GIVE UP ALL MY RIGHTS TO DO SO.**
8. **I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees, WITH RESPECT TO ANY AND ALL LIABILITY, INJURY, DISABILITY, DEATH or loss or damage to person or property, or expenses or fees (including reasonable attorney's fees) associated with my presence or participation in the Activities at The Nook, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.**
9. This Agreement and any disputes arising out of or related to Participant's involvement in Activities at the Nook or this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. Jurisdiction and venue for any disputes arising out of or related to Participant's involvement in Activities at the Nook or this Agreement shall be exclusively in the Court of Common Pleas of Lancaster County or the Federal District Court for the Eastern District of Pennsylvania.
10. This Agreement contains the entire agreement between the undersigned and the Nook concerning its subject matter. This Agreement supersedes any prior agreements or understandings between Participant or Parent and the Nook concerning the subject matter of this Agreement and will remain in effect and unless and until terminated or replaced by a new written agreement.
11. If any provision of this Release of Liability, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Release shall remain in full force and effect.

**PHOTOGRAPHY RELEASE**

I hereby agree to allow the Spooky Nook Sports to record and publish photos and videos (including audio) of myself for the purpose of promoting Spooky Nook Sports and for documenting and/or reporting events and activities. I understand photographs, video and/or audio tape recordings to be taken of myself and/or family members at *practice, during competition, recreational play, as well as other Spooky Nook Sports related events. I understand that this media will be produced and used for promotional purposes, and I authorize Spooky Nook Sports to use my/our photograph, video and/or audio recording on its Website and social media platforms, such as Facebook, Twitter, YouTube, FourSquare and Pinterest, etc., as*

