

RELEASE OF LIABILITY

In exchange for participation in events organized by Beech Street Party Suites LLC, 20 Beech Street, Suite A, Carlisle, PA 17013 and/or use of the facilities, property and services, I agree for myself and my minor child the following:

1. I agree, and will instruct my minor child to observe and obey all posted rules and warnings and further agree to follow all oral instructions or directions given by Beech Street Party Suites LLC, their employees, agents, or representatives.
2. I recognize that there are certain inherent risks with participation in the events and I assume all risks and responsibilities for injury to myself or my minor child and further release and discharge Beech Street Party Suites for injury, loss or damage arising out of my or my minor child's attendance and/or participation in events upon the facility of Beech Street Party Suites LLC whether caused by myself, my minor child, Beech Street Party Suites or other third parties.
3. I agree to indemnify and defend Beech Street Party Suites LLC against all claims, causes of action, damages, judgments, costs, or expenses including attorney fees and other litigation costs, which may in any way arise from my or my minor child's attendance or participation in events upon the facilities of Beech Street Party Suites LLC.
4. I understand that photos may be taken of myself and/or my minor child and that the photos maybe used by Beech Street Party Suites LLC for promotional purposes including but not limited to the website and/or social media and print media. By signing this waiver I give express permission to Beech Street Party Suites LLC to use my and/or my minor child's likeness without compensation on their digital and print media.
5. Any legal or equitable claim that may arise from the participation in the events at Beech street Party Suites location shall be resolved under Pennsylvania law.
6. I acknowledge that that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review before signing. I further agree and acknowledge that I am free to to have my own legal counsel review this agreement if I so desire.
7. This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.
9. The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure: Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.
10. Emergency Contact. In case of an emergency, please call # _____
Relationship _____ Name _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature

Date

Printed Name