

## RELEASE AND WAIVER OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY is executed on this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ (hereinafter "Contest Winner and Guest"). Contest Winner and Guest hereby release the following persons and entities released and otherwise agree as follows:

1. **Persons and Entities Released:** Erie Seawolves; UPMC Park; Palermo Realty, their officers, directors, employees and all others, jointly, severally and individually (hereinafter "Participating Entities"). The Contest Winner and Guest desire to utilize a suite as a result of winning the said Palermo contest and agree to utilize the designated suite.

2. **Waiver and Release:** I, the Contest Winner, and being the representative of the accompanying adult guests, hereby release and forever discharge and hold harmless the above listed Participating Entities from any and all liability, claims and demands of whatever kind or nature, in law or in equity, which arise or may hereinafter arise from utilizing the suite as the Contest Winner of said Palermo contest. I understand and acknowledge that this Release discharges from any liability or claim that I may have with regard to bodily injury, personal injury, illness, death or property damage that may result from the use of the suite that I am being provided as the Contest Winner of the Palermo contest, along with my accompanying adult guests.

3. **Insurance:** Further, I understand that none of the above Participating Entities assume any responsibility for or obligations to provide me with financial or other assistance, including, but not limited to, medical health or disability benefits or insurance of any nature in the event of injury, illness, death or damage to my person and/or property. I expressly waive any such claim for compensation or liability on the part of the above Participating Entities, their officers, directors, employees and all others jointly, severally and individually.

4. **Medical Treatment:** I hereby release and forever discharge the Participating Entities from any claim whatsoever which arises or may hereinafter arise on account of any first aid treatment or other medical services rendered in connection with an emergency during my use of the suite in question as the Contest Winner of the said Palermo contest and accompanying adult guests.

5. **Assumption of Risk.** I understand that the services that I am accepting as provided by the Erie Seawolves; UPMC Park; and, in particular, the suite in question, may include activities that may be dangerous to me, including, but not limited to, involving inherently dangerous activities. As the Contest Winner and accompanying adult guests, I hereby expressly assume the risk of injury or harm from these activities and release the above Participating Entities, their officers, directors, employees and all others jointly, severally and individually from all liability from injury, illness, death, or property damage resulting from my use of the designated suite as the Contest Winner of the said Palermo contest.

6. **Additional Costs.** I understand that I am being provided a certain amount of food and drink as part of the contest package. I also understand that if anything additional in the way of food or drink is ordered that is not a part of the contest package, I, as the Contest Winner, will be responsible for any additional charges for food and drink which are not a part of the contest package.

7. **Photograph Waiver.** Contest Winner and guests hereby agree to have their photograph taken for advertising purposes as a result of being the Contest Winner.

8. **Other:** As the Contest Winner and accompanying adult guests, I expressly agree that this Release is intended to be broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. I agree that, in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be adversely affected.

By signing below, I expressly understand and intend to enter into this Release and Waiver of Liability willingly and voluntarily on my own behalf and also on behalf of those accompanying adult guests.

Date:

Age: