

RELEASE AND WAIVER OF LIABILITY

The Frick Art and Historical Center, Inc. (the “Frick”) operates a complex of museums and historical buildings that feature a variety of events including a preservation tour (the “Activity”). The Frick is willing to permit the individual (the “Participant”) signing this Agreement to participate in the Activity upon the terms and conditions of this Agreement. The Activity will take place at Clayton on the Frick’s premise located at 7227 Reynolds Street, Pittsburgh, Pennsylvania 15208 (“Premise”). The Frick and Participant may be collectively referred to as the “Parties.”

In consideration for being provided the ability to participate in the Activity and/or enter the Premise, and with the intent to be legally bound, Participant hereby represents, warrants, stipulates and agrees as follows:

Use of Premise for Activity Only. I understand and agree that I may only use the Premise for the Activity set forth in this Release and Waiver of Liability when allowed. I further agree that I am responsible for the proper use and care of the Premise and any of the Frick’s property thereon, and that I will be liable for the replacement cost of any Frick property/equipment which is damaged, destroyed or lost.

Assumption of Risk and Voluntary Participation. I understand and acknowledge that the Activity can be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the Activity may not be supervised, and that the Frick does not provide medical services. I further acknowledge that any injury I may sustain while participating in the Activity may be compounded by negligent or delayed medical service or negligent or delayed assistance by the Frick. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF THE PREMISE AND THE ACTIVITY, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE, EVEN IF CAUSED BY NEGLIGENCE OF THE FRICK.

The activity may involve dimly lit hallways, uneven ground, narrow walkways, uneven steps, and other difficult to navigate conditions. The risks, dangers, and hazards are intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and I (the Participant) understand the risks, dangers, and hazards may result in serious injury to bones, joints, ligaments, muscles, tendons, and other aspects of the Participant’s body or to the Participant’s general health and well-being; including but not limited to abrasions, sprains, strains, fractures, or dislocations; spinal cord injuries which may render the Participant permanently paralyzed; concussion or other head injuries, including, but not limited to, closed head injury or blunt head trauma; injury from failure to follow instructions or rules or failure to act safely or within the Participant’s ability or designated areas; from Injury caused by not wearing appropriate attire; and negligence of other persons, including Participants, spectators, or employees.

All participants touring the premises must:

- Wear appropriate attire
- Wear appropriate footwear (open-toed shoes, flip-flops, and high-heeled shoes are not allowed)
- Follow designated pathways
- Stay close to a site guide
- Not touch displays, artwork, furniture
- Not enter areas designated as “Restricted – Do Not Enter”
- Not open any closed doors
- Not take photographs or video

I understand that if I do not follow the safety rules and instructions, any party in control of the tour has the right to request that I (the “Participant”) immediately leave the premises.

Release from Liability. I hereby agree, on behalf of myself, my heirs and my personal representatives, to fully and forever discharge and release the Frick and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I may now or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses (including but not limited to medical expenses) and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premise and/or participation in the Activity, whether caused by the negligence of the Frick or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premise or participating in the Activity.

Covenant Not to Sue. I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premise or while participating in the Activity.

Indemnification. I hereby agree to defend, indemnify and hold harmless the Frick and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys’ fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Premise or participation in the Activities.

Medical Treatment Release. I hereby authorize the Frick to secure, and I consent to, any emergency medical treatment that may be given to me should the Frick determine, in its sole discretion, that I need emergency medical care as a result of my being on the Premise or from participating in the Activity. I accept full responsibility for all costs related to my emergency medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.

Responsibility for Personal Property. I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premise or that I use during the Activity, and that the Frick will not be responsible for or provide any security for my property and personal belongings.

No Representations by the Frick. I acknowledge that the Frick makes no representation as to the condition of the Premise or the safety of the Activity or any equipment either on the Premise or used in the Activity. I accept and shall use the Premise, and its equipment, in its “AS IS” condition. I acknowledge and agree that I am not relying upon any representation or statement by the Frick or the Frick’s employees, agents, sponsors, or representatives regarding this agreement or the Premise or Activity, except to the extent such representations are expressly set forth in this agreement.

Governing Law and Venue. This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of law principles. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Allegheny County, Pennsylvania.

Waiver. No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless it is in writing and signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

Survival and Severability. Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable. If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of

competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

Entire Agreement; Modification; Binding Effect. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS OF MINE, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE LEGALLY BOUND.

Name of Participant: _____

Signature of Participant: _____

Date: _____