

## WAIVER AND ACKNOWLEDGEMENT

As a participant or spectator in this event, I recognize and acknowledge that the activities I will be engaging in involve a risk of personal injury to myself and others. Nevertheless, I am voluntarily participating as a participant or spectator with knowledge of the possible danger involved. **I hereby voluntarily assume and accept and FULLY UNDERSTAND** that: (a) THIS ACITIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOESS either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITIES FOR LOSSES, COST, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity.

I understand and **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE:** Phantoms Hockey LLC, BDH Development LLC, Global Spectrum LP., and the Allentown Neighborhood Improvement Zone Authority (“ANIZDA”) their administrators, directors, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTIONS OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the RELEASEES, I WILL IDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as a result of such claim.

I acknowledge that although I have signed this waiver and have elected to participate in this event, I am not an employee of any Releasees, and therefore, I am not covered by any workers’ compensation insurance or by any insurance of any type that may have been obtained by any of the Releasees.

I have read this Waiver and Acknowledgement carefully and fully understand its contents. I am aware that this is an agreement not to sue the Releasees and constitutes a complete release of liability by me, and any member of my family, in favor of the Releasees. I acknowledge that I am signing this document of my own free will and sign it voluntarily with full knowledge of the risks I am assuming, which include, without limitation, the risk of injury or death regardless of how it occurs and even if it results from the neglect or fault of the Releasees.

\_\_\_\_\_  
Signature of spectator/participant & Date

\_\_\_\_\_  
Signature of Parent/Guardian & Date  
(If spectator/participant is a minor, under age 18)

\_\_\_\_\_  
Name of spectator/participant  
(Please Print)

\_\_\_\_\_  
Name of PARENT OR GUARDIAN  
(Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Event (Game) / Date