



## RIVERS OF STEEL HERITAGE CORPORATION WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in a **Carrie Furnaces Site Tour** and other valuable consideration, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Rivers of Steel Heritage Corporation (RSHC), their officers, servants, agents, and employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise.
3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.
5. **I UNDERSTAND THAT RSHC WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.**
6. I also understand that I should and am urged by RSHC to obtain adequate health and accident insurance to cover any personal injury to myself, which may be sustained during the activity or the transportation to and from said activity.
7. I understand that photography is invited; however, I may not use any of the photos/videos taken on-site for commercial purposes unless I request and receive express written permission from RSHC. By entering this site, you consent to your likeness being used, without compensation, in photos and video in any and all media, whether now known or hereafter devised, and you release Rivers of Steel Heritage Corporation, its officers, servants, agents, employees, and any licensees from any liability whatsoever of any nature. Rivers of Steel reserves the right to use any photos taken on site for promotional purposes.

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.**

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Participant signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Participant – Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number