***ACTIVITY RELEASE OF LIABILITY***

# READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Painting, Cleaning, and Light Duty Lifting organized by Susquehanna Vet Clinic ("Susquehanna Vet Clinic"), of 214 School Ave., Clearfield, PA, Pennsylvania, 16830 or Elk County Veterinary Clinic (“Elk County Vet Clinic”) of 1222 Million Dollar Hwy., Kersey, PA, Pennsylvania, 15846 and/or use of the property, facilities and services of Susquehanna Vet Clinic and Elk County Veterinary Clinic, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Susquehanna Vet Clinic, and Elk County Vet Clinic, or the employees, representatives or agents of Susquehanna Vet Clinic and Elk County Vet Clinic.

1. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Susquehanna Vet Clinic or Elk County Vet Clinic for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Susquehanna Vet Clinic, or Elk County Vet Clinic, whether caused by the fault of myself, my family, Susquehanna Vet Clinic, Elk County Vet Clinic, or other third parties.

1. I agree to indemnify and defend Susquehanna Vet Clinic or Elk County Vet Clinic 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 family's use of or presence upon the facilities of Susquehanna Vet Clinic or Elk County Vet Clinic.

1. I agree to pay for all damages to the facilities of Susquehanna Vet Clinic or Elk County Vet Clinic caused by my or my family's negligent, reckless, or willful actions.

1. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Pennsylvania

\_\_\_\_\_\_\_\_\_\_\_\_\_, consent to the participation of my \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Area

High school Student Volunteer of \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Pennsylvania, \_\_\_\_\_\_\_\_\_\_\_\_ in Painting, Cleaning, and Light Duty Lifting, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ High school Student Volunteer.

1. In the event of an injury to the above minor during the above described activities, I give my permission to Susquehanna Vet Clinic and Elk County Vet Clinic or to the employees, representatives or agents of Susquehanna Vet Clinic and Elk County Vet Clinic to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will remain in effect until terminated in writing by the undersigned or date: \_\_\_\_\_\_\_\_\_\_\_, whichever occurs first. Susquehanna Vet Clinic and Elk County Vet Clinic shall have the following powers:

A.The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical

Physician and/or a hospital;

B.The power to authorize medical treatment or medical procedures in an emergency situation; and

C.The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

1. Any legal or equitable claim that may arise from participation in the above shall be resolved under Pennsylvania law.

1. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Susquehanna Vet Clinic and Elk County Vet Clinic has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

1. This Agreement and each of its terms are the product of an arms' 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.

1. 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, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

1. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

1. In case of an emergency, please call \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Relationship:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Day), or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Evening).

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

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Guardian’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_