



**RELEASE AND WAIVER**

**THIS RELEASE AND WAIVER** (this "Release") is made by the undersigned adult, an individual ("Adult Participant"), individually and, if applicable, on behalf of Adult Participant's minor children (each a "Minor Participant", and collectively, "Participants"), in favor of HIGHLANDS VENTURES, LLC, a Pennsylvania limited liability company ("Highlands").

WHEREAS, Participants desire to engage in **Sporting Clays** and any and all related and/or incidental activities (the "Activity");

WHEREAS, Participants acknowledge that they are not obligated to participate in the Activity and that Participants have requested to participate in the Activity solely because of their enjoyment of, enthusiasm for, and interest in the Activity;

WHEREAS, Participants acknowledge that they did not receive any promise or expectation of remuneration from Highlands to participate in the Activity;

WHEREAS, Participants acknowledge the dangers of, and assume all risks associated with, participating in the Activity; and

WHEREAS, Highlands is willing to allow Participants to engage in the Activity subject to the terms and conditions of this Release.

NOW, THEREFORE, in consideration of being permitted to participate in the Activity, and intending to be legally bound, Participants for themselves and each of their respective heirs, representatives, successors, and assigns, hereby acknowledge, covenant, and agree as follows:

1. Participants acknowledges and agrees that Participants have received all of the necessary instructions and rules (the "Rules") related to participation in the Activity and that Participants will abide by the Rules, and all other federal, state, and local laws.
2. Participants hereby agree to engage in the Activity in designated areas only, and to reimburse Highlands for any loss or damage to its materials, equipment, or property beyond ordinary wear and tear.
3. Participants acknowledge and agree that participating in the Activity can be dangerous and may result in exposure to serious bodily injury or death, or contraction of a communicable disease (including COVID-19). Participants assume the risk of all injuries and death and exposure to communicable disease (including COVID-19), including those not foreseeable at this time, that may result from, or are in any way related to, participating in the Activity. Participants agree that participation in the Activity shall be deemed as an acknowledgement that the premises where the Activity is being operated or conducted is safe and suitable for participation in the Activity.

4. Participants hereby waive, release, discharge and covenant not to sue Highlands, its insurers, each of their respective affiliates, and each of their respective partners, shareholders, members, managers, officers, directors, employees, agents, representatives, contractors, and sponsors (collectively, the "Released Parties") from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses (including attorney's fees) suffered by Participants as a result of, or in any manner related to, directly or indirectly, participation in the Activity, including due to defective or faulty materials, equipment or property, variations in terrain, surface/subsurface conditions, collisions, accidents, weather, and/or the negligence of other parties and/or any of the Released Parties.

5. Participants hereby agree to indemnify and hold each of the Released Parties harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses (including attorney's fees) suffered by a Released Party as a result of, or in any manner related to, directly or indirectly, Participants participation in the Activity.

6. Participants hereby authorize Highlands and its designees to use in any manner his or her or their likenesses while participating in the Activity. Participants hereby disclaim any right to privacy related to the use of such likenesses. Participants also hereby waive any and all claims, counterclaims, rights, demands, actions and causes of action, foreseen or unforeseen, actual or potential, arising out of, or in any manner related to, use by Highlands or its designees of such likenesses. The foregoing references to his or her or their likenesses include any and all forms or reproductions of his or her or their image, voice or name, including, but not limited to, video, audio or photo, whether recorded or live, printed or broadcast, moving or still.

7. If an Adult Participant is executing this Release on behalf of a Minor Participant, Adult Participant represents and warrants that Adult Participant is the parent or legal guardian of Minor Participant(s) and that Adult Participant is authorized to and does enter into this Release on behalf of any and all parents and legal guardians of Minor Participant(s).

8. Participants represent and warrant that Participants are not employees of any Released Party.

9. This Release shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law principles. Any dispute arising out of or relating to this Release shall be resolved exclusively in the state or federal courts located in Somerset County, Pennsylvania.

**I HAVE READ AND FULLY UNDERSTAND THIS RELEASE. I ACKNOWLEDGE AND AGREE THAT NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE TO ENCOURAGE ME TO ENTER INTO THIS RELEASE AND THAT I AM DOING SO VOLUNTARILY.**

IN WITNESS WHEREOF, Adult Participant has duly executed and delivered (individually and, if applicable, on behalf of Minor Participant) this Release.

Date: \_\_\_\_\_

Adult Participant:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Address)

Minor Participant(s):

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)