

## RELEASE AND WAIVER OF LIABILITY - MINOR

The individual named below (referred to as "I" or "me") desires to enter the property owned by Robert B. and Maureen A. Bergdahl, husband and wife, as tenants by the entirety (the "Owner"), located at 1765 Older State Road, Gibsonia, PA 15044 (the "Property"), for the purpose of participating in a photography session and receiving photography services (the "Activity") performed by Little Human Photo Venue, LLC (the "Company"). In consideration of being permitted by the Owner to enter the Property and participate in the Activity under the direction of Company, and in recognition of the Owner's and Company's reliance hereon, intending to be legally bound hereby, I agree to the following terms and conditions:

1. I AM AWARE AND UNDERSTAND THAT ACCESSING THE PROPERTY AND PARTICIPATING IN THE ACTIVITY MAY INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE OWNER AND/OR THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE OWNER OR THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PROPERTY AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE OWNER, THE COMPANY, OR ANY RELEASEE (defined below) OR OTHERWISE.

2. I hereby expressly waive and release any and all claims, now or hereafter known, against the Owner, the Company, and each and every of their respective officers, directors, manager(s), employees, agents, affiliates, members, attorneys, heirs, representatives, successors, and assigns, as applicable (collectively, "Releasees"), arising out of or attributable to my being on the Property or my participation in the Activity, whether arising out of the ordinary negligence of the Owner, the Company, or any Releasees or otherwise, to the fullest extent permitted under applicable law. I covenant not to make or bring any such claim against the Owner, the Company, or any other Releasee, and forever release and discharge the Owner, the Company, and all other Releasees from liability under such claims.

3. I shall defend, indemnify, and hold harmless the Owner, the Company, and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Owner, the Company, or any other Releasees arising out of or resulting from any claim of a third party related to my being on the Property or my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Owner, the Company, or any other Releasees.

4. I agree that I will follow all instructions of any onsite property manager or other representative or agent of the Owner or Company while on the Property.

5. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention while on the Property. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Owner, the Company, and all Releasees from any claim based on such treatment or other medical services, including without limitation, any failure to provide, or delay in providing, medical attention or treatment, and the provision of medical attention or treatment in a negligent manner.

6. This Release constitutes the sole and entire agreement of the Owner and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Owner and me and our respective successors, assigns, heirs, executors, and personal representatives. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any claim or cause of action arising under this Release shall be brought only in the federal and state courts located in Allegheny County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE OWNER AND THE COMPANY.**

Print Name of Minor: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of, this Release and Waiver of Liability.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

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