

Liability Release and Special Services Agreement

This agreement, made this _____ 2014, by and between the Pennsylvania Lumber Museum Associates, hereinafter referred to as "Associates" and _____ hereinafter referred to as PARTICIPANT/CONTRACTOR. WHEREAS, PARTICIPANT/CONTRACTOR desires to engage in the following activity: _____ for the 2014 Bark Peeler's Convention at the Pennsylvania Lumber Museum; and WHEREAS, ASSOCIATES are willing to permit such activity (ies) subject to the following conditions:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The ASSOCIATES hereby grant permission to the PARTICIPANT/CONTRACTOR to engage in the aforesaid activity on **July 5 and 6, 2014**. This agreement shall remain in effect until said activity has been completed.
2. The PARTICIPANT/CONTRACTOR (and if said participant is under the age of 18, his or her parents, guardian or custodian) hereby remises, releases and forever discharges the ASSOCIATES, its agents ,servants, and employees of and from any and all claims, demands, rights and causes of action of whatsoever kind and nature, arising from, resulting from or by reason of, any and all bodily and personal injuries, damage to property and the consequences thereof, whether from known or unknown, foreseen or unforeseen risks, which might occur to or be sustained by the PARTICIPANT/CONTRACTOR or any other person, persons, or property from the conduct of the aforesaid activities, the condition of the property of the ASSOCIATES or the actions or failure to act by the ASSOCIATES, its agents, servants, or employees. And further, for this purpose, the PARTICIPANT/CONTRACTOR (and, if said Participant is under the age of 18, his or her parents, guardian, or custodian) expressly stipulate and agree to defend, indemnify and forever hold harmless the ASSOCIATES, its agents, servants and employees, of and from any and all claims, demands, rights and causes of action whatsoever for any and all injury or damage sustained by any person or property, at any time, as a consequence of the PARTICIPANT'S/CONTRACTOR'S activities or presence during the aforesaid activity.
3. It is specifically agreed and understood that the ASSOCIATES do not assume any responsibility or liability for the safety of the PARTICIPANT/CONTRACTOR or the consequences of the PARTICIPANT'S/CONTRACTOR'S activities, nor shall this Agreement be construed as a waiver of any immunity the ASSOCIATES may now, or in the future have.
4. PARTICIPANTS/CONTRACTORS are responsible for any permits, licenses, and or insurance to sell food.
5. If the PARTICIPANT/CONTRACTOR is concerned about theft or liability insurance in the event of an accident, they should provide their own.
6. PARTICIPANT/CONTRACTOR is responsible for clean-up in general area of the concession; all garbage must be bagged and removed.
7. Beverages must be in paper containers.
8. Payment should be made, in full, upon signing the contract.
9. **Due to insurance considerations the logging camp road must be kept free of vehicles.** If a PARTICIPANT'S/CONTRACTOR'S activity involves loading and unloading, PARTICIPANT/CONTRACTOR can use the logging camp road but must move their vehicle to the designated area which is the south end of the lower parking lot.
10. Special conditions required for the conduct of said activity include:
 1. Agreement should be returned to PALMA no later than **March 1, 2014**
 2. PARTICIPANT/CONTRACTOR agrees to pay the ASSOCIATES the sum of **\$150.00 (first year only)** for the **two day** program and is nonrefundable after **June 1, 2014**

The PARTICIPANT/CONTRACTOR herein does hereby waive any and all claims for damages or losses of whatsoever nature, that are direct or indirect result of the Bark Peelers' Convention contemplated herein being cancelled and does hereby release and hold harmless the Commonwealth of Pennsylvania, the PHMC, the Lumber Museum and the Lumber Museum Associates from any and all losses.

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands and seals, on the date first above written.

(Print Name of Participant)

(Signature of Participant/Contractor)

(Address and Phone)

(Date)

(Witness)

(Signature, President, Pennsylvania Lumber Museum Associates)

(Concession)

(Email)