

Pennsylvania
PRADER-WILLI SYNDROME ASSOCIATION
Still hungry for a cure.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for participating in the **PWSA of PA Mini-Conference**, I/we hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Prader-Willi Syndrome Association of PA (hereinafter "PWSA of PA"), their officers, agents, servants, or 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, 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.
2. I am fully aware of the usual and unusual risks involved and hazards connected with this activity, including but not limited to athletic injury or for safety care interventions that may need to be implemented based upon my child's behavior. I hereby elect to voluntarily participate in said program/activity with full knowledge that said program/activity may be hazardous to me. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained, or any loss or damage of property, as a result of being engaged in such 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 fees, that they 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 Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, 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. Protected Health Information (PHI) is personal and sensitive information related to a person's health care. Through my participation in this program, I understand that I may overhear or witness PHI. I agree, if PHI is inadvertently overheard, to protect the confidentiality of that PHI. I agree that I will not use this hospital or school information in any inappropriate way or for personal gain to benefit myself or another person.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT

My child is well enough to participate in this activity/program, I am not aware of any reason that would restrict his/her full participation, I understand the expectations above; and,

I have read the foregoing Waiver of Liability, Hold Harmless Agreement, and expectation of confidentiality, 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 the same.

Signed on this _____ day of _____, 20____.

PARTICIPANT or Parent (if under 18 years of age)

Printed Name

Signature