

**WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF  
RISK AND INDEMNIFICATION AGREEMENT**

**(ADULT)**

**The Proving Grounds PA, LLC (PG) - Outdoor Turf Fields** , operates an outdoor sports fields facility that offers: facility rentals, indoor sports leagues, personal training, common areas, bathrooms and food concessions located at 725C Conshohocken Road, Conshohocken, PA 19428 (PG Facility). PG and its members, owners, employees, officers, agents, representatives, and the landowner, Plymouth Industrial Center, Inc. (PIC), and the heirs, successors and assigns of all of the foregoing are collectively referred to as the “PG’s Parties”. The PG Facility includes all of the facilities, equipment, and other fixtures or personal property as may be there from time.

I, \_\_\_\_\_ [full name],  
residing at \_\_\_\_\_, am  
executing this **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND  
INDEMNIFICATION AGREEMENT**

(“*Agreement*”) on this date, \_\_\_\_/\_\_\_\_/\_\_\_\_, in order to induce PG’s to permit my use of the PG’s Facilities and participation in programs and activities at the PG’s Location; and in consideration for PG’s permission for me to use PG’s Facilities and equipment and to participate in PG’s programs and activities (“PG’s Activities”) at the PG’s Location; and intending to legally bind myself, and my heirs, executors, personal representatives, assigns and estates, I hereby acknowledge, warrant and agree to the following:

**1. Release, Covenant Not To Sue, And Agreement To Indemnify.**

A. On behalf of myself, I hereby knowingly and voluntarily, **FOREVER RELEASE, DISCHARGE, AND AGREE TO HOLD HARMLESS** all PG’s Parties and Plymouth Industrial Center, Inc (PIC) from any and all claims, demands, or causes of action of any kind which are in any way associated with, related to, and/or arising from my presence at and/or use of PG’s Facilities and/or participation in PG’s Activities, including, but not limited to, those for losses, injuries or damages pertaining to any property loss, personal injury, or death suffered or sustained by me, whether or not such losses, injuries or damages are caused solely, or in part, by the negligence (including ordinary negligence and gross negligence), recklessness, carelessness or other fault (“*Claim(s)*”) of any of the PG’s Parties and PIC. I agree to indemnify all PG’s Parties for any and all costs, charges or expenses, including reasonable attorney’s fees, incurred in connection with any said *Claim(s)*.

B. On behalf of myself, I understand, agree and acknowledge that by signing this *Agreement*, **I VOLUNTARILY WAIVE AND RELEASE ANY RIGHT TO SUE OR OTHERWISE BRING ANY CLAIM** (as defined above), **AND WILL BE PRECLUDED FROM, SUING OR OTHERWISE BRINGING ANY CLAIM** (as defined above), against any of the PG’s

Parties including, but not limited to, any *Claim(s)* for losses, injuries or damages pertaining to any property loss, personal injury, or death suffered or sustained by me, whether or not such losses, injuries or damages are caused solely or, in part, by the negligence (including ordinary negligence and gross negligence), recklessness, carelessness or other fault of any of the PG's Parties. This also means that a *Claim(s)* cannot be pursued by or on behalf **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT (ADULT)** of me against any of the PG's Parties for contribution or indemnity (or to share the liability) if a claim, demand, or cause of action of any kind is asserted against me which is in any way associated with, related to, and/or arising from my presence at and/or use of PG's Facilities and/or participation in PG's Activities.

C. On behalf of myself, I hereby understand, agree and acknowledge that if suit or other claim of any kind is brought on my behalf, against a party other than PG's Parties for any property loss, personal injury, or death suffered or sustained by myself, which is in any way associated with, related to, and/or arising from my presence at and/or use of PG's Facilities and/or participation in PG's Activities, and any PG's Parties become a party to such claim or suit, then **IN ORDER TO RELIEVE ANY PG'S PARTIES FROM LIABILITY TO MAKE CONTRIBUTION TO ANOTHER PARTY, ANY MONEY JUDGMENT OBTAINED AGAINST ANY SUCH OTHER PARTY SHALL BE RELEASED AND REDUCED TO THE EXTENT OF THE PG'S PARTIES' PRO RATA SHARE OF DAMAGES RECOVERABLE AGAINST ALL OTHERS.**

D. Furthermore, on behalf of myself, I hereby covenant, warrant and agree that should I, or my heirs, representatives, assigns or estates of any of us, breach this *Agreement* by commencing a lawsuit, or by otherwise bringing a *Claim(s)* against any of the PG's Parties which is in any way associated with, related to, and/or arising from my presence at and/or use of PG's Facilities and/or participation in PG's Activities, pursuant to this *Agreement*, I SHALL INDEMNIFY AND BE INDIVIDUALLY AND JOINTLY LIABLE TO PG'S PARTIES for any and all costs, damages, losses and expenses, including judgments, fines, settlements, punitive damages and attorneys' fees, arising from any such threatened, pending or instituted *Claim(s)*, whether civil, criminal, administrative or arbitrate, and any appeal to such *Claim(s)*.

2. **Governing Law.** On behalf of myself, I hereby understand, agree and acknowledge that this *Agreement* shall be construed under the internal laws of the Commonwealth of Pennsylvania and any and all cases shall be held and/or tried in Montgomery County, PA without reference to conflict of laws principles, as broadly and inclusively as is permitted thereby; and that if any portion of provision of this *Agreement* shall be held invalid, illegal or unenforceable, this shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification is sought.

3. **Acknowledgements.** On behalf of myself, I hereby understand, agree and acknowledge:

- (A) THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT;
- (B) THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE TO BE BOUND BY ITS TERMS;
- (C) THAT I HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY PG'S OR ANY OF ITS MEMBERS, OWNERS, EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES;
- (D) THAT I AM FULLY AWARE OF THAT THERE ARE INHERENT POTENTIAL RISKS CONNECTED WITH MY USE OF PARTICIPATION IN PG'S ACTIVITIES AND;
- (E) THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY, AND OF MY OWN FREE WILL.
- (F) PHOTOGRAPHS AND/OR VIDEOS MAY BE CAPTURED AT ANY AND ALL EVENTS AND/OR GAMES AND/OR PRACTICES AT THE PROVING GROUNDS. BY REGISTERING FOR, PARTICIPATING IN, AND/OR ATTENDING THE EVENT(S), GAME(S), AND/OR PRACTICES, I UNDERSTAND THAT MY LIKENESS MAY APPEAR IN PHOTOS OR VIDEOS TAKEN DURING THE EVENT(S), GAME(S) AND/OR PRACTICE(S).

**READ BEFORE SIGNING**

Participant's Name [print]: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Participant's Telephone: \_\_\_\_\_

Email info updates: \_\_\_\_\_

Organization/Group Name: \_\_\_\_\_

*Updated May 2024*