

NORTHUMBERLAND COUNTY ANTHRACITE OUTDOOR ADVENTURE AREA AUTHORITY  
THIS IS A RELEASE OF LIABILITY - READ CAREFULLY BEFORE SIGNING.  
BEFORE SIGNING THIS DOCUMENT - IT IS A BINDING AGREEMENT

WAIVER AND RELEASE OF LIABILITY

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*Effective 1-1-2019*

In consideration of the Northumberland County Anthracite Outdoor Adventure Area Authority (hereinafter NCAOAAA) granting access to the lands leased, owned or otherwise used as the Anthracite Outdoor Adventure Area (AOAA), I agree as follows:

I understand and acknowledge that: (a) risks and dangers exist in accessing AOAA; (b) my assessing the AOAA may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the appointed officials, employees, agents, and business associates of NCAOAAA, the negligence of the person signing this release, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my accessing the AOAA, **I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR LOSSES AND/OR DAMAGES**, whether caused in whole or in part by the negligence of myself or others, or conduct of appointed officials, employees, agents, or business associates of NCAOAAA.

I, on behalf of myself, my personal representatives and my heirs and assigns, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify NCAOAAA, its appointed officials, employees, agents, or business associates from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my assessing the AOAA lands. Such access may include, but shall not be limited to, tours of the lands, the use of off-pavement or other types of vehicles (either my own or those furnished by NCAOAAA its agents and business associates), participation in driver education, trail rides, trail clean ups, property beautification, general admission to AOAA lands, off-road related group/club activities, motorcycle riding, or ATV/quad riding, camping, hiking, biking, horseback riding, walking, jogging, running or any other activities, scheduled or unscheduled.

I specifically understand that I am waiving and forever releasing and discharging NCAOAAA, its appointed officials, employees, agents or business associates from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release is effective for all acts, neglect or otherwise, and conduct by NCAOAAA, its appointed officials, employees, agents or business associates for conditions of or the land, whether natural or artificial, acts of other riders, or acts or omissions of adjacent landowners or tenants of adjacent landowners on their lands.

I agree that, should any claim or action arise from the accessing of lands planned, leased, or considered for use as the Anthracite Outdoor Adventure Area, including any issue as to the applicability of this release or any provision contained within it, proper jurisdiction and venue will lie only in Northumberland County, Pennsylvania, and I waive jurisdiction and venue anywhere else.

I acknowledge that I have only been granted access to AOAA, that maps of the AOAA have been made available to me and that it is my duty and responsibility, regardless of whether there are or are not signs so designating, to be or become familiar with the AOAA boundaries prior to accessing the AOAA. I acknowledge that it is my duty and responsibility to not enter lands of adjacent landowners, that by doing so I may be trespassing and that there may be serious, unforeseen dangers on adjacent lands. Further, I agree that I will not access those AOAA lands that have been designated off-limits or out-of-bounds as the same may be being used for mining or other activities that could pose a danger of death or serious bodily injury from causes seen or unforeseen. I hereby indemnify and hold harmless NCAOAAA, its appointed officials, employees, agents, as well as adjacent landowners, tenants of adjacent landowners, co-tenants of AOAA lands (whether of the surface or subsurface) or business associates, for any and all injuries or damages to person or property that I may suffer or injury or damages to person or property that my actions may cause.

**BY MY INITIALS HEREON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FORGOING WAIVER AND RELEASE OF LIABILITY**

(please see other reverse side)

**INITIALS**

**NORTHUMBERLAND COUNTY ANTHRACITE OUTDOOR ADVENTURE AREA AUTHORITY  
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THIS DOCUMENT IS A BINDING AGREEMENT**

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I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE NORTHUMBERLAND COUNTY ANTHRACITE OUTDOOR ADVENTURE AREA AUTHORITY, (hereinafter NCAOAAA), ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND BUSINESS ASSOCIATES, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE INCLUDING CONDITIONS OF OR ON THE AOAA LANDS, WHETHER NATURAL OR ARTIFICIAL I ALSO EXEMPT AND RELIVE ADJACENT LANDOWNERS OR TENANTS OF ADJACENT LANDOWNERS FROM ANY AND ALL LIABILITY RELATED TO ACTS OR OMISSIONS OF THOSE ADJACENT LANDOWNERS OR TENANTS OF ADJACENT LANDOWNERS COMMITTED ON THEIR LANDS OR RELATING TO THE CONDITION OF THEIR LANDS.

I FURTHER EXPRESSLY AGREE THAT THE FOREGOING WAIVER AND RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT AND INDUCEMENT.

I CERTIFY THAT ANY VEHICLE(S) I BRING ONTO AOAA LANDS IS/ARE LAWFULLY REGISTERED, INSPECTED, AND INSURED, AND THAT I HAVE NO KNOWLEDGE OF ANY CONDITION THAT MIGHT RENDER THE VEHICLE(S) UNSAFE IN ANY WAY. ADDITIONALLY, I CERTIFY THAT I AM PHYSICALLY AND MENTALLY HEALTHY AND HAVE NO CONDITION THAT WILL PUT ME AT RISK WHILE PARTICIPATING IN ANY ACTIVITIES, SCHEDULED OR UNSCHEDULED, AS HEREIN DESCRIBED. FURTHERMORE I AGREE THAT I WILL NOT BRING, CONSUME, OR DISTRIBUTE ALCOHOL OR ANY ILLEGAL DRUGS ON AOAA LANDS FOR MY OWN PERSONAL CONSUMPTION AS WELL AS CONSUMPTION OF OTHERS. ADDITIONALLY I AGREE THAT I WILL NOT FURNISH ALCOHOL OR ANY ILLEGAL DRUGS TO MINORS FOR CONSUMPTION ON THE COUNTY PROPERTY OR PROMOTE CONSUMPTION OF ALOCHOL OR ILLEGAL DRUGS BY MINORS ON AOAA LANDS.

**X**  
\_\_\_\_\_  
**SIGNATURE OF PERSON RELEASING LIABILITY**

\_\_\_\_\_  
**DATE SIGNED**

\_\_\_\_\_  
**PLEASE PRINT NAME – MUST BE LEGIBLE**

\_\_\_\_\_  
**DATE OF BIRTH**

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**FOR PARTICIPANTS OF MINORITY AGE  
(UNDER AGE OF 18 AT TIME OF REGISTRATION)**

THIS IS TO CERTIFY THAT I AM A PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE BELOW NAMED MINOR PARTICIPANT, AND I FURTHER DO CONSENT AND AGREE TO THE MINOR'S RELEASE OF NORTHUMBERLAND COUNTY, ELECTED OFFICIALS, EMPLOYEES, AGENTS AND BUSINESS ASSOCIATES AND ALL OTHER RELEASEES FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OR ACTION WHICH ARE OR MAY BE INCIDENT TO OR ARISE FROM PARTICIPANT MINOR'S INVOLVEMENT IN THESE PROGRAMS. I FURTHER AGREE THAT THIS RELEASE INCLUDES ANY AND ALL CURRENT AND FUTURE CLAIMS OR CAUSES OF ACTION, FORSEEN AND UNFORESEEN, THAT MAY BE RAISED BY THE MINOR PARTICIPANT, MYSELF, MINOR'S HEIRS, MY HEIRS, MINOR'S ASSIGNS, MY ASSIGNS, MY NEXT OF KIN AND/OR MINOR'S NEXT OF KIN. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE ATTACHED WAIVER AND RELEASE OF LIABILITY, AND, BY MY SIGNATURE AND INITIAL HEREON, I ACKNOWLEDGE THAT I APPROVE OF AND AGREETO THE SAME ON BEHALF OF THE MINOR PARTICIPANT.

\_\_\_\_\_  
MINOR NAME

\_\_\_\_\_  
DATE SIGNED

**X**  
\_\_\_\_\_  
PARENT/GUARDIANS NAME

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

**(please see other reverse side)**