

Brandywine Conservancy & Museum of Art
PARTICIPANT RELEASE AND ASSUMPTION OF RISK
(This "Release")

(Registration will not be accepted without acceptance of the following Release)

THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY.

EVENT/ACTIVITY: The N.C. Wyeth Mural Experience (the "**Activity**")

In consideration of the opportunity to participate in the Activity, by signing below or accepting these terms electronically, I knowingly, freely, and willingly agree that:

RECOGNITION AND ASSUMPTION OF RISKS. I understand participation in the Activity poses various potential dangers and inherent risks, including, but in no way limited to, serious physical injury, damage to personal clothing and property, disability, and/or death related to traversing unpaved, grassy, muddy, wet, and/or uneven outdoor terrain, navigating varying inclines and declines in the outdoor terrain, traveling to and from the Activity location by vehicle, entering and exiting transportation vehicles, and accessing and touring physical structures, including barns and stables. I further understand that the Activity location is a working farm, and that I may come into contact with dogs and other large farm animals, who are unpredictable and potentially dangerous, and whose actions and reactions, whether provoked or unprovoked, may cause physical injury or death. As the Activity location is a working farm, I further understand there may be large equipment, heavy machinery, tools, and other devices and items related to the care of animals or the working farm. I further understand that the physical conditions may be worsened by inclement weather, which hazards may not be readily apparent, such as "black ice" and other slippery, wet, and dangerous weather conditions. I also understand that the Activity involves other participants whose statements and actions neither I nor Brandywine Conservancy & Museum of Art ("Brandywine") can control. The aforementioned risks are illustrative only, and I understand the Activity risks are in no way limited to those provided herein. **I UNDERSTAND THE ACTIVITY RISKS, AND I KNOWINGLY, FREELY, AND WILLINGLY ASSUME THESE AND ALL POTENTIAL RISKS RELATED TO THE ACTIVITY.**

SAFETY. I will engage in the Activity using reasonable care and take reasonable safety precautions, such as wearing appropriate footwear and clothing, to avoid injury or damage to myself and others. I will follow the instructions of all Activity staff members, volunteers, or agents and maintain an awareness of my surroundings. I will not touch any machinery or equipment, and I will not touch, feed, or pet any animals. If I attend the Activity with minors for whom I am responsible, I will take reasonable care and attention to ensure they follow these same safety precautions and instructions.

ACCESSIBILITY. I understand that the Activity and the Activity location are NOT accessible as defined by the ADA (Americans with Disabilities Act) Standards, and that no accommodations are available for wheelchairs or other mobility limitations. I represent that I am physically able to independently manage the above-referenced terrain and other risks.

PUBLICITY; PHOTO RELEASE. I agree that photographs, video, and/or voice recordings of me and my participation in the Activity may be published by Brandywine and other sponsors and participants of the Activity in brochures, websites, social media, and by other means, and used for purposes of promoting similar events, and I grant Brandywine and other sponsors and participants of the Activity a royalty-free license for use of my image for such purposes.

LIABILITY RELEASE. I ABSOLUTELY AND IRREVOCABLY WAIVE, RELEASE AND EXONERATE BRANDYWINE CONSERVANCY & MUSEUM OF ART, AND THE OTHER SPONSORS, DONORS, VENDORS, PROMOTERS AND ORGANIZERS OF THE ACTIVITY, INCLUDING THE WYETH FOUNDATION, THE WYETH FOUNDATION FOR AMERICAN ART, AND THE PROPERTY OWNER(S), INCLUDING JAMES B. WYETH, OF THE ACTIVITY LOCATION, EACH AND ALL OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, MEMBERS, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, AND VOLUNTEERS ("RELEASED PARTIES") OF AND FROM ANY AND ALL LIABILITIES, DAMAGES, COSTS, EXPENSES, CLAIMS, SUITS OR CAUSES OF ACTION WHICH I HAVE, MAY HAVE, OR MAY HEREAFTER HAVE AGAINST THEM, OR ANY OF THEM, ARISING DIRECTLY OR INDIRECTLY OUT OF MY PARTICIPATION IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURIES (INCLUDING DEATH), OR DAMAGE TO PROPERTY DIRECTLY OR INDIRECTLY ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY. I ALSO AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIMS, LOSSES, DAMAGES, OR LIABILITY MADE OR ASSESSED AGAINST THEM, INCLUDING BY OTHERS, OR INCURRED BY THEM AS A RESULT, DIRECTLY OR INDIRECTLY, OF MY PARTICIPATION IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURIES (INCLUDING DEATH), OR DAMAGE TO PROPERTY DIRECTLY OR INDIRECTLY ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY. I WILL BEAR ALL EXPENSES INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND OTHER COSTS INCURRED.

This Release is binding on me, my spouse, children, parents, heirs, executors, administrators, and assigns. This Release may not be modified orally and may not be waived or revoked in any respect.

Each provision of this Release shall be considered severable and, if for any reason, any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Release which are valid, enforceable, and legal.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE (WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES), ALL RIGHTS AND REMEDIES BEING GOVERNED BY SAID LAWS.

I certify that EITHER I am 18 years of age or older and the below-named participant, OR that I am the parent/legal guardian of the below-identified participant, who is a minor under 18 years of age or an incapacitated and/or mentally challenged person. I further certify that I have read and understood this Release and its contents and that I agree to the above terms, on my own behalf or on behalf of such other person as identified below. *Please note: children under 12 are not permitted.*

INTENDING TO BE LEGALLY BOUND, I have read the above Release and hereby voluntarily agree to its terms.

Signature of Participant

Date

Printed Name of Participant

Participant's Date of Birth

Signature of Parent/Guardian (*if applicable*)

Date

Printed Name of Parent/Guardian (*if applicable*)

Relationship to Participant