

REMAKE LEARNING DAYS
WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This document is a contract with legal consequences. Please read it carefully.

This Waiver and Release of Liability and Indemnification Agreement (the “**Agreement**”) is being executed by an authorized representative of the host organization identified in the Event Host Submission Form (the “**Host**”) in connection with the Host organizing the “Remake Learning Days,” a program of the Children’s Museum of Pittsburgh, a Pennsylvania nonprofit corporation (the “**Museum**”), to be held on the date(s) and at the location(s) (the “**Location**”) set forth in the Event Host Submission Form. In consideration of the Museum permitting the Host to host the Remake Learning Days for its visitors, attendees and participants (collectively, the “**Participants**”) and for its Participants to engage in the activities described herein, the Host hereby agrees as follows:

1. Nature of Activities and Associated Risks. The Museum is the fiscal sponsor to a program called “Remake Learning Days,” a celebration of innovative experiences and opportunities for youth to develop their sense of creativity, perseverance and curiosity for youth and their families (the “**Program**”). The Program is a festival of events hosted by a variety of organizations. These events are designed to be hands-on, relevant and engaging educational experiences for youth of all ages (pre-K through high school) and their families, caregivers and educators (collectively, the “**Activities**”). The Activities are conducted at the Location. The Host understands and acknowledges that it is impossible to eliminate all risks associated with the Activities and the Program. The Host further understands that each Participant’s engagement in the Activities may pose a range of risks of physical injury, including, but not limited to, cuts, bruises, burns, dirt or other materials in the eyes, concussions, physical or emotional injuries, death, disability, or other injury or damage to Participants, property, or third persons. The Host acknowledges that any injuries that any Participant may sustain may be worsened by negligent emergency response or rescue operations. The Host hereby agrees to ensure that (i) the Participants are voluntarily participating in the Activities, and (ii) the Participants have knowledge of the risks involved, including in each case, full responsibility for the signing and retention of appropriate documentation to reflect same by Participants. The Host hereby further agrees to accept and assume all such risks, whether caused by the Museum’s negligence or otherwise in connection with same.

2. Host’s Release and Waiver of Liability. The Host hereby expressly and forever releases, waives, and discharges any and all claims, liabilities, demands, losses, rights or causes of action, judgments, awards, settlements, penalties, fines, interest, and costs or expenses of whatever kind, whether known or unknown (collectively, “**Claims**”) against the Museum and its affiliates and their employees, volunteers, officers, directors, agents, contractors, insurers, representatives, affiliates, partners, successors and assigns (collectively, the “**Protected Parties**”) arising out of, related to, or on account of any personal injuries or property damage sustained by Participants as a result of or in connection with each Participant’s engagement in the Activities or use of the Location, whether arising out of the negligence of the Protected Parties or otherwise. The Host hereby further agrees not to sue the Protected Parties with respect to any such Claims.

3. Indemnification of the Protected Parties; Insurance. In addition to the foregoing release and waivers of liability, the Host hereby agrees to indemnify and hold harmless the Protected Parties from and against any and all Claims (including the payment of any attorneys’ fees and defense costs incurred by the Protected Parties in responding to such Claims), arising out or resulting from any Participant’s engagement in the Activities or use of the Location, except for those Claims arising solely from the gross negligence or willful misconduct of the Protected Parties. The Host specifically understands and acknowledges that this provision obligates the Host to indemnify and hold harmless the Protected Parties from and against any Claims that may later be asserted against the Protected Parties by any minor Participant after reaching the age of majority relating to any personal injuries or property damage that may be sustained by such minor Participant as a result of engagement in the Activities and/or use of the Location, even if such Claims would assert negligence or carelessness on the part of any Protected Parties. The Host

CONTINUED ON REVERSE SIDE

further specifically understands and agrees that this provision obligates the Host to indemnify and hold harmless the Protected Parties from and against any Claims that may be made by third persons against the Protected Parties based in any way upon the conduct of Participants. The Host will, at the Host's sole expense, maintain appropriate insurance in connection with hosting the Program and Activities. The Museum will be provided with a copy of the Host's certificate of insurance upon request. Additionally, the Museum reserves the right to be added as an additional insured to the Host's insurance policies and the Host will furnish to the Museum a certificate of insurance evidencing the same.

4. Construction and Interpretation of Agreement. This Agreement together with the Event Host Submission Form is the sole and entire agreement between the Host and the Museum with respect to the subject matters described herein, and it replaces all understandings, agreements, representations, and warranties, both written and oral, made on or before the date of this Agreement with respect to such subject matters. If any term or provision of this Agreement is found to be invalid, voidable, illegal, or unenforceable in any jurisdiction, that will not limit, invalidate, or render unenforceable any other term or provision of this Agreement. This Agreement and any related disputes will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any claim, controversy, or dispute that arises under or relates to the subject matters of this Agreement that cannot be amicably resolved shall be submitted and adjudicated exclusively by private, binding arbitration conducted in Allegheny County, Pennsylvania, before a single arbitrator in accordance with the rules of the American Arbitration Association then in effect.

I have fully read the Agreement. I understand and acknowledge that the Agreement is a contract with legal consequences. By electronically signing the Agreement on behalf of the Host, I hereby (i) represent that I am authorized to sign this Agreement on behalf of the Host and bind the Host to its terms, and (ii) acknowledge my understanding of the terms above and, on behalf of the Host, consent and agree to all of the terms, conditions, and obligations set forth herein.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

Date