

# Welcome to Eastern State Penitentiary

Eastern State Penitentiary is a ruin. It was abandoned in 1971. While historic ruins are interesting to visit, they can pose dangers to visitors. The City of Philadelphia therefore requires visitors, staff and volunteers to sign this release.

Your support is essential to save this National Historic Landmark. *Thank you!*

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## ASSUMPTION OF RISK AND RELEASE FROM LIABILITY

The City of Philadelphia (the "City") is the owner of the Eastern State Penitentiary Historic Site located on the north side of Fairmount Avenue between Corinthian Avenue and 22nd Street in Philadelphia, Pennsylvania (the "Property"). Eastern State Penitentiary Historic Site, Inc. ("ESPHS") is a Pennsylvania nonprofit corporation that conducts public programs ("Program") on the Property.

In consideration for being permitted to enter the Property and to attend and participate in all aspects of the Program, and intending to be legally bound by this Release under the laws of the Commonwealth of Pennsylvania, I agree as follows:

- 1. Notice of Condition.** I have been informed that: (A) the Property and all personal property used in or about the Property may be in an unsafe or hazardous condition; (B) the City and ESPHS make no representation as to the condition of the Property and related personal property and assume no responsibility therefore; and (C) attendance at and participation in the Program may cause personal injury (including death, bodily harm, and property loss).
- 2. Assumption of Risk.** I voluntarily assume all risk of loss, damage, or injury (including death) that may result from: (A) the Property and related personal property; and (B) my attendance and participation in the Program, whether occurring before, during, or after entrance to the Program.
- 3. Release and Indemnification.** For myself and for my heirs, executors, administrators and assigns, I waive, release, and forever discharge the City and its successors, assigns, officers, boards, employees, agents, commissions, and representatives (acting officially or otherwise) (each a "City Indemnified Party") and ESPHS and its successors, assigns, representatives, directors, officers, agents, contractors, employees, attorneys, sponsors, advertisers, and volunteers (each an "ESPHS Indemnified Party"), from and against any losses, costs (including, but not limited to, counsel fees and litigation costs), claims, suits, actions, damages, liabilities, and expenses, of every kind and nature, whether known or unknown, in law or equity, (collectively "Claims") arising out of or by reason of any activities relating to the Property and related personal property or my attendance at and participation in the Program including, without limitation, any illness or injury (including death), even if any such Claim is caused in whole or in part by a City Indemnified Party or an ESPHS Indemnified Party. I further agree to indemnify, defend and hold harmless a City Indemnified Party and an ESPHS Indemnified Party from and against any Claims by third parties arising out of my presence on the Property or my attendance at and participation in the Program.
- 4. Representations.** I represent that I am at least 18 years of age and legally competent to enter into this Release. To the best of my knowledge, there is no health-related impediment to my presence on the Property or my attendance at and participation in the Program.
- 5. Photographs and Other Media.** I authorize the City and ESPHS and their respective successors and assigns, to photograph, audiotape, videotape, or otherwise record me as an attendant at or participant in the Program and grant the right to the City and ESPHS and their respective successors and assigns, to use such photographs, audiotapes, films, tapes, or other recordings, including reproductions thereof or likenesses based thereon, with or without my name or with a fictitious name, in any legal manner, in all means or media now known or later invented, and the right to copyright same. I waive all right of inspection and approval and release each City Indemnified Party and each ESPHS Indemnified Party from all liability arising out of the exercise of these rights.
- 6. Admission Ticket.** Any violation of law or any other inappropriate behavior by me while on the Property or during the Program may result in revocation of my ticket to enter the Property and attend the Program, and I may be removed from the Property. In such case, I am not entitled to a refund of the purchase price or any associated charges.

**I understand the terms of this Release and I have willingly signed it as my own free act and intend to be legally bound.**

Name: (please print) \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

**For Participants Under Age 18:** I am the parent or legal guardian of a minor child. My child is at least twelve (12) years of age. I intend to be legally bound by the foregoing agreements with respect to any of my minor children who enter the Property and attend or participate in the Program.

Name of Child: \_\_\_\_\_ Name of Parent or Legal Guardian: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_ Date of Signature: \_\_\_\_\_