



## Sojourn Philly Adult Science Fair Participant Waiver

Participant's Last Name      First Name      Middle Initial      Birth Date      Age

Street Address      Apt. #      City      State      Zip Code

Primary Telephone Number      Alternate Telephone Number      Email Address

1. **RELEASE OF LIABILITY – ASSUMPTION OF RISK.** SOJOURN PHILLY AND ITS PARTNERS (NEXTFAB STUDIO, LLC D.B.A NEXTFAB AND THE UNIVERSITY CITY SCIENCE CENTER) MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE FACILITIES, EQUIPMENT OR MATERIALS AT THE PHS POP UP UCITY SQUARE (“FACILITY”). YOU USE THE FACILITIES, EQUIPMENT AND MATERIALS AT YOUR OWN RISK AND YOU ASSUME THE RISK THAT YOU MAY SUFFER INJURY, DAMAGE, OR DEATH AS A RESULT OF YOUR USE, OR AS A RESULT OF OTHER PEOPLE’S USE, OF THE MATERIALS, EQUIPMENT AND FACILITIES. YOU AGREE FOR YOURSELF AND ON BEHALF OF YOUR PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNS THAT SOJOURN PHILLY, ITS PARTNERS AND ANY OTHER AUTHORIZED PERSON OR ENTITY THAT OPERATES THE FACILITY AND/OR ON SOJOURN PHILLY’S OR ITS PARTNERS’ BEHALF, AND THEIR RESPECTIVE OWNERS, PARTNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES AND LICENSEES (COLLECTIVELY, THE “SOJOURN PHILLY GROUP”), WILL NOT BE LIABLE FOR YOUR DEATH, INJURY, OR ANY OTHER DAMAGES YOU MAY SUFFER IN OR ABOUT THE FACILITIES. YOU ALSO AGREE THAT THE SOJOURN PHILLY GROUP WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, THEFT OR DAMAGE TO YOUR PERSONAL PROPERTY IN OR ABOUT THE FACILITIES INCLUDING, WITHOUT LIMITATION, ANY PERSONAL PROPERTY OR ANY PROPRIETARY INFORMATION OR MATERIALS. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE SOJOURN PHILLY GROUP FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, FINES, JUDGMENTS, PENALTIES, LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES INCURRED BY OR ASSERTED OR ALLEGED AGAINST THE SOJOURN PHILLY GROUP RELATING TO OR ARISING OUT OF OR IN CONNECTION WITH YOUR MATERIALS, ACTIONS, AND/OR USE OF THE FACILITIES. UNDER NO CIRCUMSTANCES WILL THE SOJOURN PHILLY GROUP, BE LIABLE TO YOU, OR TO YOUR PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. YOU WILL NOT KNOWINGLY ENDANGER OTHERS WITH YOUR MATERIALS AND/OR ACTIONS.

2. **Rules and Regulations.** You agree to follow Sojourn Philly’s rules and regulations which have been provided to you and which may be posted at the event. You specifically agree that you shall use no hazardous materials in your display at the Adult Science Fair

3. **No Expectation of Privacy or Confidentiality, Photo Release.** You acknowledge that Sojourn Philly and its partners will take no steps to ensure the privacy or confidentiality of the activities you conduct, or of the proprietary information or materials you produce. You grant to Sojourn Philly, its representatives and partners the right to take photographs of you and your property in connection with your presence at- and participation in- the Adult Science Fair. You authorize Sojourn Philly, its assigns and transferees to copyright, use and publish the same in print and/or electronically. You agree that Sojourn Philly and its partners may use such photographs for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

4. **Miscellaneous.** This Participant’s Agreement will be construed and enforced in accordance with the substantive and procedural laws of the Commonwealth of Pennsylvania, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Participant’s Agreement. The parties confer jurisdiction to interpret and enforce this Participant’s Agreement upon the Courts of the Commonwealth of Pennsylvania, Philadelphia County or the United States District Court for the Eastern District of Pennsylvania and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum. In case one or more of the provisions of this Participant’s Agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, this Participant’s Agreement shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Participant’s Agreement. You hereby covenant not to sue The Sojourn Philly Group for any claim or matter waived, released or otherwise covered by this Participant’s Agreement. Should you breach this covenant, you will be responsible to pay all of The Sojourn Philly Group’s reasonable attorneys’ fees and professional fees related to the same.

By signing below, you acknowledge and agree that you have read this Participant’s Agreement, know of the nature of the activities at the Adult Science Fair, and agree to all of the terms and conditions of this Participant’s Agreement.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_