



WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Mega Adoption Event (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the Brandywine Valley SPCA (the "BVSPCA"), its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to scratches, bites, illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with participating in this Activity and I understand that any injuries or outcomes associated with such risks of the Activity may arise from my own or others' negligence, my own physical abilities and/or limitations, or the condition of the Activity location.

Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity.

I agree to indemnify and hold harmless the BVSPCA against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the BVSPCA incurs any of these types of expenses, I agree to reimburse the BVSPCA.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such damage.

I consent to photo images being taken by the BVSPCA, its staff, volunteers or representatives during this Activity, and to such images being used in any or all BVSPCA publications, social media and websites.

Any legal or equitable claim that may arise from participation in the Activity shall be



resolved under Delaware law.

I HAVE CAREFULLY READ AND FULLY UNDERSTOOD THIS ENTIRE WAIVER AND RELEASE OF LIABILITY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE BVSPCA, THAT BY AGREEING, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS, AND I AGREE TO THE TERMS OF MY OWN FREE WILL.