

INDEMNITY RELEASE AND WAIVER
LANCASTER COUNTY PRISON

I am about to participate in a tour of the **Lancaster County Prison**.

RECOGNITION OF RISKS. I hereby acknowledge that I am participating in a tour of the Lancaster County Prison with the full realization that I will be entering the secure portions of the Prison that are not open to the public. I further acknowledge that during the tour I may come into contact with inmates and/or K-9 dogs, and that these encounters may involve a significant risk of psychological or bodily injury, including death or damage to the property of myself and others. I realize that it is not possible to list specifically each and every risk presented by touring the facility. However, knowing the material risks and appreciating, knowing and reasonably anticipating that injuries and even death are possible, I hereby expressly assume all of the risks of injury or death that could occur by reason of my participation in the tour and all related activities.

VOLUNTARY PARTICIPATION. I certify that my attendance at and participation in this tour and related activities is voluntary.

ASSUMPTION OF RISKS AND RELEASE. I agree that, in exchange for and in consideration of being permitted to tour the Prison, I hereby assume all of the risks associated with the tour, including, but not limited to, interactions with inmates and/or K-9 dogs and use of the Prison's facilities, and agree to release and hold harmless the County of Lancaster, its Commissioners, officers, directors, agents, and employees, from any and all liability, actions, causes of action, negligence, debts, claims, or demands of any kind and nature whatsoever including, but not limited to, claims for negligence, recklessness or any other form of action for which a release may be legally given (including attorneys' fees and costs) which may arise out of or in connection with my participation in the tour and/or any activities related to the tour.

HOLD HARMLESS AND INDEMNIFICATION. In exchange for and in consideration of being permitted to tour the Prison, I further agree to hold harmless and indemnify the County of Lancaster, its Commissioners, officers, agents, and employees from any and all liability, actions, causes of action, negligence, debts, claims or demands of any kind and nature whatsoever (including attorneys' fees and costs) by any person or entity which may arise by or in connection with my conduct or omissions while participating in the tour, and/or any activities related to the tour. I additionally agree that the County is not responsible for any loss, liability, claims, damages, or expenses, including attorney fees or costs, resulting from or arising out of any negligent act or omission, or violation of the law on the part of third persons, including inmates of the facility, which may arise as a result of my participation in the tour.

PROMISE TO FOLLOW INSTRUCTIONS. I understand that while I am touring the Prison I must follow the instructions and directions provided by the Prison staff and that I must abide by the policies of the facility. My failure to follow instructions or directions may result in my immediate expulsion from the Prison. I understand that, unless I am specifically instructed otherwise, no cameras, cell phones or multi-media devices will be permitted inside of the Prison during the tour, and that I may not take photographs or make audio or video recordings during the tour.

In signing this document I acknowledge that I am 18 years of age or older, that I have had an opportunity to ask any questions that I have about this document, that I have read it, that I understand it, that I have signed it knowingly and voluntarily, and that I accept and intend to be legally bound by its terms.

Date: _____

Printed Name: _____

Signature: _____

PARENT/GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)

As the parent or legal guardian of the child named below, I hereby give my full consent and approval for my child to participate in a tour of the Lancaster County Prison, and have agreed individually and on behalf of my child to the terms of the Lancaster County Prison Indemnity Release and Waiver. I further agree to hold harmless and indemnify each and all of the parties referred to in the Lancaster County Prison Indemnity Release and Waiver from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardians.

Participant's Name: _____ Age: _____

Signature of Parent/Guardian _____ Date: _____