

**DELTA BROTHERHOOD INTERNATIONAL  
ASSUMPTION OF RISK AGREEMENT WITH RELEASE OF LIABILITY AND WAIVER**

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This is a legal document. Read the entire Agreement before completing. You must place your initials in every location where indicated.

**ALL INFORMATION REQUESTED IS REQUIRED TO BE COMPLETED**

In consideration for being permitted to attend all or part of DELTA 16 at Oxford, PA scheduled for 2 through 6 September 20 16- and the days preceding and subsequent to the event for setup and breakdown, if applicable-which includes but is not limited to seminars, workshops, and activities involving sadomasochism (S/M), as well as sports, social, and related activities, and the use of the facilities and equipment (hereinafter collectively referred to as "DELTA 16 "), held by or through DELTA BROTHERHOOD INTERNATIONAL, an Illinois not-for-profit corporation,

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I, \_\_\_\_\_ born on \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Name of participant) month / day / year

residing at \_\_\_\_\_, hereby agree as follows:

1. ASSUMPTION OF RISK I understand and acknowledge that sadomasochism and other activities at DELTA 16 have inherent dangers that no amount of care, caution, preparation, or expertise can eliminate, and I expressly and voluntarily assume all risk of harm of any kind, including but not limited to emotional harm, personal injury, infection, disease, or death sustained as a result of participating in DELTA 16, whether or not caused by the negligence of the released parties listed below in paragraph 2. I understand that such consequences may result not only from my own actions, inactions, or negligence, but may be caused by the actions, inactions, or negligence of others, the procedures and techniques of play, the conditions of the premises, or because of equipment. There are other risks that may or may not be foreseeable.

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2. EXEMPTION FROM LIABILITY. I exempt and release DELTA BROTHERHOOD INTERNATIONAL, CAMP SAGINAW, and their respective members, administrators, officers, directors, volunteers, shareholders, employees, instructors, operators, and agents, as well as all of my fellow participants at DELTA 16 (collectively referred to as "Released Parties"), from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage or loss to property or harm of any kind to me, including but not limited to emotional harm, personal injury, infection, disease, or death, while on or off the premises, or while participating in any activity, or while observing any activity, or while being transported or traversing to, from, or within the premises, or while lodging, eating, or socializing, or while assisting with the setup, operation, or breakdown of DELTA 16, or during or as a result of any rescue efforts or the administering of any first aid or medical treatment contemplated by this Agreement, whether such loss, damage, emotional harm, injury, infection, disease, other harm, or death results from the negligence, either active or passive, of the Released Parties or from some other cause.

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3. COVENANT NOT TO SUE. I agree for myself and my estate, heirs, executors, administrators, and assigns, never to institute any suit or action at law or otherwise against any of my fellow DELTA 16 participants or other Released Parties as a result of any harm to me or my property arising from any of the activities contemplated by this Agreement. In the event any suit or action is initiated, I agree to be responsible for any and all attorney's fees and expenses incurred by the Released Parties.

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4. CHOICE OF LAW and FORUM SELECTION. In the event that any suit or action is initiated, I agree that the law of the State of Pennsylvania shall apply and that any such suit or action be brought and heard in either the Chester County (PA) Court of Common Pleas or the Federal District Court for the Eastern District of Pennsylvania.

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5. WAIVER I understand that by entering into this Agreement, I am giving up substantial legal rights which I may otherwise have. All rights of recovery under the applicable law of any state or territory of the United States, including any right under federal law, are hereby expressly waived. This agreement cannot be changed orally.

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**I CERTIFY THAT I AM AT LEAST 21 YEARS OF AGE AND AM LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE CAREFULLY READ THIS LEGAL DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS, AND DO FURTHER INTEND TO BE LEGALLY BOUND HEREBY FOR MYSELF, MY HEIRS, ADMINISTRATORS, AND EXECUTORS.**

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DATED: \_\_\_\_/\_\_\_\_/2016  
Month /Day

SIGNATURE \_\_\_\_\_  
Signature of Participant

SIGNED AT \_\_\_\_\_  
Town or City State/Province

WITNESSESED BY \_\_\_\_\_  
Print Name of Witness

WITNESS SIGNATURE \_\_\_\_\_  
Signature of Witness