

## Terms & Conditions

### THE HIVE TAPHOUSE

#### ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, RELEASE

NOTICE: PLEASE READ THIS FORM CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THERE ARE INHERENT RISKS OF INJURY WHILE PARTICIPATING IN THESE ACTIVITIES. SERIOUS INJURY OR DEATH MAY RESULT FROM PARTICIPATION

In consideration of my ability to use The Hive TapHouse ("Facility") and participation in enjoyment of the services and activities, including but not limited to, golfing, food and beverage facilities and any and all other spaces and activities and any third party vendor or function held by The Hive TapHouse inside or outside of the physical building provided by Downs Racing LP a/d/b Mohegan Sun Pocono, operator of the facility, its agents, owners, officers, employees ("The Hive Releasees"), the undersigned hereby agrees as follows:

**ASSUMPTION OF RISK:** The undersigned acknowledges that she/he use of and presence at the facility and/or participation in the activities at the Facility involve known and unknown/unforeseen risks that could result in physical injury to person or property, including death. I am aware that sport-play involves certain inherent risks, dangers, and hazards, which can result in serious personal injury or death to myself or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities at the Facility. As such, I hereby, for myself and/or, if applicable, my minor child, freely and voluntarily agree to assume and fully accept any and all known and unknown risks of injury, regardless of the severity of any such injury, while either I and/or my minor child is participating in activities at the Facility located at 1280 Hwy 315, Wilkes Barre, PA 18702. I further recognize and acknowledge that the risks inherent in the activities conducted at the Facility can be greatly reduced by following instructions, instructional videos, listening to directions from Facility staff and using common sense.

**RELEASE AND WAIVER OF CLAIMS AGREEMENT:** In consideration of allowing me to participate in the activities at the Facility, I hereby, for myself and if applicable, for my minor child, to the fullest extent permitted by law:

1. WAIVE ANY AND ALL CLAIMS that I and/or my minor child if applicable, have or may in the future have against each of The Hive Releasees resulting from my or my minor child's participation in the activities at the Facility.
2. RELEASE each of the Releasees from any and all liability for any loss, damage, injury or expense that I or if applicable, my minor child may suffer, as a result of mine or my minor child's participation in any activity at the Facility, my or my minor child's presence at the Facility, use of equipment and games located at the Facility or outside the Facility whether described in this Agreement or not, due to any cause whatsoever.
3. INDEMNIFY and hold harmless the Releasees against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of mine or my minor child's participation in any activities at the Facility, our presence at the Facility, all as described in this Agreement, whenever and however they occur.

The undersigned acknowledges that alcohol may only be consumed in designated areas at the Facility. The undersigned further acknowledges that he/she will not participate in golfing or other activities at the Facility if under the influence of alcohol or drugs or use the equipment or machinery at the Facility if the undersigned has a physical condition that would impair his/her ability to understand and follow directions and participate without creating risk to others or to himself/herself. It is the undersigned's responsibility to consult with a doctor prior to participation and to participate only in those activities for which he/she has been cleared by his/her personal doctor and possess the required skills, qualifications, training and physical conditioning.

In the event of an emergency requiring medical care, the undersigned authorizes management of The Hive TapHouse to use its best efforts to obtain whatever medical treatment it, in its sole discretion, deems appropriate under the circumstances and consents to receive such medical treatment, if any. The undersigned acknowledges that The Hive TapHouse shall have no responsibility to pay for medical treatment and related costs in any event.

The Hive TapHouse reserves the right to deny participation to any person for any reason, including, but not limited to, failure to complete and sign this Acknowledgement of Risk, Waiver of Liability and release form, failure to follow rules and regulations established by the Facility, failure to follow directions and instructions, display of attitude, actions that THE HIVE TAPHOUSE DEEMS TO BE DETRIMENTAL TO ITS BUSINESS OR TO OTHER PATRONS, POSSESSION OF BANNED OR ILLEGAAL SUBSTANCES AND ENGAGING IN UNSAFE OR ERRACTIC BEHAVIOR. In such an instance, The Hive Taphouse reserves the right to require that any person leave the facility immediately and without refund of any fees paid.

**ARBITRATION:** In further consideration of allowing me to participate in activities at the Facility, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against any of The Hive Releasees arising from participation in activities at the Facility. The arbitration shall be pursuant to the rules of the America Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings.

Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Complex is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

The undersigned agrees that he/she may be photographed and consents to the use of any photograph, video, film or likeness to be used by The Hive TapHouse for any legitimate business purpose.

**CORONAVIRUS/COVID-19:** COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Hive Tap House has put in place preventative measures to reduce the spread of COVID-19 (please review our safety guidelines that are posted at different locations throughout the facility); however, The Hive Tap House cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in activities at The Hive Facility could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, the undersigned acknowledges the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in activities at The Hive Facility and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The undersigned understands that the risk of becoming exposed to or infected by COVID-19 at The Hive Facility may result from the actions, omissions, or negligence of the undersigned and others, including, but not limited to, Facility employees, volunteers, and other participants and their families.

**SEVERABILITY:** I further agree that the foregoing is intended to be as broad and inclusive as is permitted by the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal effect.

**BINDING EFFECT OF AGREEMENT:** In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, and legal representatives, or assigns.

**ENTIRE AGREEMENT:** In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

**REPRESENTATION:** I represent that I or my minor child, if applicable, is in good health and have no physical limitations that would prevent me or my minor child from participating in vigorous and strenuous activities at the Facility.

**ON-LINE REGISTRATION:** If registering on-line or via facsimile, my on-line signature by checking the box below or facsimile signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED if the signature of adult participant or parent/guardian of minor child and date are not on this Agreement.

By signing this Acknowledgement of Risk, Waiver of Liability and Release, the undersigned certifies:

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE HIVE RELEASEES. I AM AT LEAST 18 YEARS OF AGE AND SIGN FREELY ASND VOLUNTARILY. THIS RLEASE SHALL CONTINUE IN FORCE DURING THIS VISIT AND ALL FUTURE VIUSITIS TO THE FACILITY UNLESS AND UNTIL THE UNDERSIGNED REVOKES THE SAME IN WRITING.

**Guest Name (Print)** \_\_\_\_\_

**Guest Signature** \_\_\_\_\_

**Date** \_\_\_\_\_