

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

205 Goff Road, Cornwallville, NY 12418 – Owners Herb & David Fried

DESCRIPTION AND LOCATION OF ACTIVITIES

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to drive, observe, hunt, fish, swim, hike or participate in any way in any activity or being permitted to enter for any purpose any PRIVATELY OWNED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), whether the activity is listed above or not EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the PRIVATELY OWNED AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about PRIVATELY OWNED AREAS and he feels anything to be unsafe, he will immediately advise the owners or their agents of such and will leave the PRIVATELY OWNED AREAS and/or refuse to participate further in any activities.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE any participants, property owners, rescue personnel, any persons in any PRIVATELY OWNED AREA' FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF PARTICIPATION IN ANY ACTIVITY, LISTED ABOVE OR NOT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to any activities WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to any activities whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

5. HEREBY acknowledges that SOME OF THE ACTIVITIES OF THE ACTIVITIES ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the activities are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the property owners and/or their agents for my participation and/or attendance in any activities listed or not, for any current or future health related issues, including but not limited to covid-19, experienced by attending the activities.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW

PRINT NAME _____ **SIGN NAME** _____

ADDRESS _____ **WITNESS** _____

CITY _____ **STATE** _____ **DRIVER LICENSE #** _____ **STATE** _____

_____ **AGE** _____ **AGE** _____

IF ACCOMPANIED BY A MINOR(S) (under 18 - print name(s))