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FRIENDS OF THE CHEMUNG RIVER WATERSHED, INC.  
WAIVER AND RELEASE OF LIABILITY  
FOR ADULTS

**READ BEFORE SIGNING**

IN CONSIDERATION of being permitted to participate in any way in Friends of the Chemung River Watershed, Inc. ("Friends") activities and events, including but not limited to canoeing, kayaking, boating, any other paddle sports and water sports, and any related activities including, but not limited to, river cleanups and nature hikes ("Activities"), I, for myself, and for my personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of the "Activities" and that I am qualified, in good health, in proper physical condition to participate in such activities, and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in any Activity. If I decide to leave early and not complete a trip or event as planned, I also assume all risks inherent in my decision to leave.

I acknowledge that Friends assumes no responsibility for my use (during or in relation to an activity) equipment, supplies and other possessions (including, but not limited to: watercraft, accessory equipment, personal gear, or vehicles) brought to an activity by me or by a third party. Such third parties include, but are not limited to, other participants in an activity

2. FULLY UNDERSTAND that: (a) THE "ACTIVITIES" REFERENCED ABOVE INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES of any and all kinds that I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE Friends; its affiliated clubs and organizational affiliates; their respective certified instructors, certified instructor trainers, and certified instructor trainer educators; their administrators, directors, agents, officers, members, volunteers, and employees; other participants; any sponsors and advertisers; and, if applicable, owners and lessors of premises on which the Activity takes place (each of the foregoing considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF

**THIS IS PAGE 1 OF 7. PLEASE READ AND SIGN OTHER SIDE.**

THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, reasonable attorneys' fees, loss, liability, damage, or cost of any kind which any Releasee may incur as the result of such claim.

**THIS IS PAGE 2 OF 7. PLEASE READ AND SIGN OTHER SIDE.**

**CERTIFICATION:** I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. I further agree that this Agreement is governed by the laws of the State of New York without regard to its choice of law rules, and I consent to the jurisdiction of the courts in Chemung County, New York.

**Name (print):** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **Apt./Unit:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name/Description of Activity/Event:** \_\_\_\_\_

\_\_\_\_\_

**Date of Activity/Event:** \_\_\_\_\_

**Emergency Contact Person:** \_\_\_\_\_

**Emergency Contact Phone Number:** \_\_\_\_\_

**THIS IS PAGE 3 OF 7. PLEASE READ AND SIGN OTHER SIDE.**

FRIENDS OF THE CHEMUNG RIVER WATERSHED, INC.  
WAIVER AND RELEASE OF LIABILITY  
FOR MINORS

FOR MINORS

**READ BEFORE SIGNING**

IN CONSIDERATION of being permitted to participate in any way in Friends of the Chemung River Watershed, Inc. ("Friends") activities and events, including but not limited to canoeing, kayaking, boating, any other paddlesports and watersports, and any related activities including, but not limited to, river cleanups and nature hikes ("Activities"), I, for myself, and for my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the "Activities" and that I am qualified, in good health, in proper physical condition to participate in such activities, and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in any Activity. If I decide to leave early and not complete a trip or event as planned, I also assume all risks inherent in my decision to leave.

I acknowledge that Friends assumes no responsibility for my use (during or in relation to an activity) equipment, supplies and other possessions (including, but not limited to: watercraft, accessory equipment, personal gear, or vehicles) brought to an activity by me or by a third party. Such third parties include, but are not limited to, other participants in an activity.

2. FULLY UNDERSTAND that: (a) THE "ACTIVITIES" REFERENCED ABOVE INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES of any and all kinds that I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE Friends; its affiliated clubs and organizational affiliates; their respective certified instructors, certified instructor trainers, and certified instructor trainer educators; their administrators, directors, agents, officers, members, volunteers, and employees; other participants; any sponsors and advertisers; and, if applicable, owners and lessors of premises on which the Activity takes place (each of the foregoing considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF

**THIS IS PAGE 4 OF 7. PLEASE READ AND SIGN OTHER SIDE.**

LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, reasonable attorneys' fees, loss, liability, damage, or cost of any kind which any Releasee may incur as the result of such claim.

**THIS IS PAGE 5 OF 7. PLEASE READ AND SIGN OTHER SIDE.**

**CERTIFICATION:** I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT. I further agree that this Agreement is governed by the laws of the State of New York without regard to its choice of law rules, and I consent to the jurisdiction of the courts in Chemung County, New York.

**Minor Name (print):** \_\_\_\_\_

**Minor Date of Birth:** \_\_\_\_\_

**Minor Street Address:** \_\_\_\_\_ **Apt./Unit:** \_\_\_\_\_

**Minor City:** \_\_\_\_\_ **Minor State:** \_\_\_\_\_ **Minor Zip:** \_\_\_\_\_

**Minor Phone:** \_\_\_\_\_

**Minor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name/Description of Activity/Event:** \_\_\_\_\_

**Date of Activity/Event:** \_\_\_\_\_

**Emergency Contact Person:** \_\_\_\_\_

**Emergency Contact Phone Number:** \_\_\_\_\_

PARENT OR GUARDIAN: I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT AND CERTIFY THAT I ACKNOWLEDGE AND FULLY UNDERSTAND THE ACTIVITIES AND RISKS AS SET FORTH IN THE PARAGRAPHS NUMBERED 1 AND 2 ABOVE. I HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE Friends; its affiliated clubs and organizational affiliates; their respective certified instructors, certified instructor trainers, and certified instructor trainer educators; their administrators, directors, agents, officers, members, volunteers, and employees; other participants; any sponsors and advertisers; and, if applicable, owners and lessors of premises on which the Activity takes place (each of the foregoing considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, the Minor, or anyone on behalf of either, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, reasonable attorneys' fees, loss, liability, damage, or cost of any kind which any Releasee may incur as the result of such claim.

**THIS IS PAGE 6 OF 7. PLEASE READ AND SIGN OTHER SIDE.**

Name (print): \_\_\_\_\_

Street Address: \_\_\_\_\_ Apt./Unit: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS IS PAGE 7 OF 7. PLEASE READ AND SIGN OTHER SIDE.**