

Voluntary: I acknowledge that I am entering property located at _____ voluntarily for the sole purpose of purchasing and picking up rough cut wood sole to me by the Count of Niagara.

Activities and Associated Risks: I acknowledge that access to the above property for the sole purpose of purchasing and picking up the wood I purchased involves risks such as: (a) standing or walking near to or on the stacks of wood/lumber that may contain harmful pollutants, bacteria, or parasites; (b) standing or walking near piles or stacks of wood or lumber that could fall or strike me while on the property; and (c) carrying or lifting potentially heavy items on uneven ground that may cause me to fall while carrying such items.

Assumption of Risks: I acknowledge that the above risks may be inherently dangerous and that any and all risks associated with such Activities are voluntarily assumed. Risk generally associated with working with rough cut wood includes but is not limited to: (a) cuts, abrasions, bumps or bruises (b) loss or damage of personal property such as vehicles, watches, jewelry or cell phones (c) poor surfaces (including uneven or wet surfaces or gravel on the road surface) which could lead to trips or falls, and (d) serious bodily injury or death.

Release of Liability: I hereby release and forever the County of Niagara and its officers, directors, agents, employees, and assigns, as well as site property owners (the "Released Parties") from any and all liability, causes of actions, claims, and/or demands that may arise in any way out of my participation in the Activity, including claims for negligence, to the fullest extent authorized by law.

Indemnity: I further agree to indemnify and hold harmless the Released Parties against all actions or claims including costs and reasonable attorneys' fees arising from any injuries, death, or other damages or losses, resulting from my participation in the activity. I further agree to hold harmless the Released Parties against any and all claims for my own negligence. I also agree and acknowledge that the terms of this waiver will be binding on my estate, heirs, assigns and my administrators, executors, or personal representatives.

Medical Treatment: If I am injured during the Activity, the Organizers or Volunteers of the Activity assume no responsibility to render medical care. If an Organizer or Volunteer renders medical care, the Organizers and Volunteers are not admitting any liability or duty to provide or to continue to provide any such services, and that such action is not a waiver by the Released Parties of any rights under this Waiver. I acknowledge that I am financially responsible for costs of transport to a medical facility and medical treatment costs resulting from my injury. It is my responsibility to seek appropriate medical care and to notify the Activity organizers. I understand that this Waiver will have no bearing on any workers compensation claims that I may make as a result of my participation in this event.

Severability: I agree that the purpose of this Waiver is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by New York State law. I agree that if any portion or provision of this Waiver is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Waiver.

I HAVE READ AND FULLY UNDERSTAND THE CONTENTS OF THIS DOCUMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS HELD BY ME, AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH

Are you under 18 years of age? Yes No

Dated: _____

Signature: _____

Print Name: _____

I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding these Activities. I further agree to release, hold harmless, indemnify, and defend the Released Parties from all liability and claims that arise in any way from injury, death, loss or harm that occurs to the minor child.

Signature of Parent or Guardian if participant is under

18 _____

Printed Name of Parent or Guardian
