

## WAIVER AND RELEASE OF LIABILITY

**IN CONSIDERATION OF** the risk of injury that exists while participating in **The Spring Cleanup** (hereinafter the "Activity") and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

**I HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor", "I" or "Me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into the **WAIVER AND RELEASE OF LIABILITY** and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity, and

**I HEREBY** release and forever discharge THE CONOR J. LONG FOUNDATION INC., located at P.O. Box 146, Hamburg, New York 14075, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasee"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY, AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE BODILY INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY OR ARISING DIRECTLY OR INDIRECTLY FROM MY PRESENCE AT AND PARTICIPATION IN THE ACTIVITY. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify, defend and hold harmless the Releasee against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by my or anyone on my behalf, including attorney's fees and any related cost.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize The Conor J. Long Foundation Inc. to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of The Conor J. Long Foundation Inc. official or agent, regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE The Conor J. Long Foundation Inc. AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST The Conor J. Long Foundation Inc. FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of The Conor J. Long Foundation Inc., its agents, and employees.

I agree that this Release shall be governed for all purposes by New York law, without regard to any conflict of law principles. The Release supercedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my Family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

**THIS AGREEMENT** was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_ and The Conor J. Long Foundation Inc. agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented.

**Emergency Contact**

**Contact Relationship**

**Contact Telephone**

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**I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.**

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

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

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

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**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

**I HEREBY CERTIFY** that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

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

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