

# EVENT WAIVER AND RELEASE OF LIABILITY

*Summer Family Picnic - July 27, 2024*

*Location: Chadwick Lake Park, Newburgh, NY*

The undersigned assumes all risk of participating in all the activities associated with this event, including but not limited to any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I (We) certify that I am (we are) physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I (We) certify that there are no health-related reasons or problems which preclude my (our) participation in this activity.

I (We) acknowledge that this Event Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I (we) may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my (our) application and permitting me (us) to participate in this activity, I (we) hereby take action for myself (ourselves), my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I (WE) WAIVE, RELEASE, AND DISCHARGE the Mid-Hudson ACS, its directors, officers, employees, volunteers, representatives, and agents, as well as the event's holders, sponsors and their volunteers, from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my (our) death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me (us) including my (our) traveling to and from this activity.
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I (We) acknowledge that Mid-Hudson ACS and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I (We) acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I (We) hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I (WE) CERTIFY THAT I (WE) HAVE READ THIS DOCUMENT AND I (WE) FULLY UNDERSTAND ITS CONTENT. I AM (WE ARE) AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I (WE) SIGN IT OF MY (OUR) OWN FREE WILL.

Participant's Signature

Date

Participant's Name(s)  
(Please print ALL legibly; Can also use back of form)  
(If under 18 years old Parent/Guardian must also sign)

Age

Please return this form to:  
ACS Mid-Hudson Local Section  
Patti Cusatis, Chair  
On Saturday, July 27, 2024