

**Chip Holt Nature Center, Town of Livonia Anything That Floats Regatta**

**Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver and Release:** In consideration of being permitted to visit and/or participate in any way in any activity, including transportation at the Chip Holt Nature Center located at Vitale Park in the Town of Livonia, New York, I, the undersigned, having actual knowledge and conscious appreciation of the particular dangers involved in the use of the above-described facilities and/or my participation in activities at the above-described facilities, voluntarily agree and assume all risks arising there from.

I, for myself, my heirs, personal representatives, or assigns do hereby release, waive and discharge the Chip Holt Nature Center, its Board of Directors, officers, employees, volunteers, and agents and the Town of Livonia its officers, employees, volunteers, and agents from any all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts (either express or implied), controversies, agreements, promises, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the Chip Holt Nature Center, its Board of Directors, officers, employees, volunteers, and agents and the Town of Livonia its officers, employees, volunteers, and agents, I and my heirs, personal representatives and successors and/or assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Waiver and Release through and including the date of the activities for which this waiver and release is sought, namely the Anything that Floats Regatta, which is to take place on or about July 28, 2018.

**Assumption of Risks:** Visitation or participation in activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in visitation to the Chip Holt Nature Center or participation in activities located at or sponsored by the Chip Holt Nature Center and the Town of Livonia. I hereby assert that my visitation and/or participation in such activities are voluntary and that I knowingly understand and assume all such risks.

**Indemnification and Hold Harmless:** I, on behalf of myself, my heirs, personal representatives, successors and/or assigns further agree to indemnify and hold harmless the Chip Holt Nature Center, its Board of Directors, officers, employees, volunteers, and agents and the Town of Livonia its officers, employees, volunteers, and agents from any all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts (either express or implied), controversies, agreements, promises, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty or equity arising from or relating to my visitation to the Chip Holt Nature Center or my participation in any activities held there or sponsored by the Chip Holt Nature Center, including but not limited to, the Anything that Floats Regatta to be held on or about July 28, 2018.

I acknowledge that I have voluntarily agreed to participate in the “Chip Holt Nature Center Anything-That-Floats Regatta.” I agree to follow the Race “Instructions & Rules” and understand that my participation may expose me to dangers inherent to activities in the water and other outdoor activities.

I am in good health and am aware of no physical problem or condition which will limit or interfere with my ability to participate in this event, under either predicted or emergency conditions. I also understand that medical attention may not be readily available in the areas where this event is taking place.

I agree that I am participating in this activity at my own risk, and acknowledge that RELEASEES have made no warranty or representation, express or implied, regarding the safety of this activity.

**Acknowledgment of Understanding:** I further certify that I understand that by signing this document, I may be giving up important legal rights and that I am voluntarily signing it of my own free will and choice.

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Signature of RELEASOR

Date

Print Name

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Signature of Parent or Legal Guardian if RELEASOR is under 18

Print Name