

# Society for Promotion of Winter Carnival, Saranac Lake, Inc.



P.O. Box 829 \* Saranac Lake, NY 12983

## WAIVER AND RELEASE OF LIABILITY – ULTIMATE FRISBEE

In consideration of my participation in the programs, activities, sporting events, and related activities of the Saranac Lake Winter Carnival, I, the undersigned, acknowledge, affirm, assent, assume, appreciate and agree that:

1. Releasees shall be defined for the purposes of this "Waiver and Release of Liability" as the Society for the Promotion of Winter Carnival, Saranac Lake, Inc. (also known as the Saranac Lake Winter Carnival Committee, hereinafter referred to as "releasees"), its agents, representatives, volunteers, President, Vice-President, secretaries, treasurers, members, employees, sponsoring agencies, sponsors, advertisers, officers, directors, officials, successors and/or assigns and any owners or lessors of premises or equipment used for the activity.
2. With my signature on the bottom of this document, I, on behalf of my heirs, kin, assigns, personal representatives, beneficiaries, assigns, executors, administrators, release, grant indemnification and hold harmless all releasees as defined in paragraph 1 from any and all liability, responsibility, and claims in this matter for negligence, causes of action, legal action and/or personal injuries and/or otherwise, including any damages, costs, claims, property damage and special damages which may flow from and are a result of any releasees' negligence. I understand that my participation in the activity means I waive any right I may enjoy to bring legal action against releasees related to my participation in the Winter Carnival activities.
3. I understand, agree and acknowledge that ULTIMATE FRISBEE involves physical activity, exertion, and exercise and by my signature at the bottom of this document, I affirm that I am physically fit and physically capable to take part in the activity and that no medical doctor or health professional has barred me from taking part in this activity.
4. I understand, agree and acknowledge that my presence and participation in ULTIMATE FRISBEE will involve engaging in activities that involve risk of injury, serious or otherwise, including, but not limited to permanent disability, paralysis, sprains, strains, contusions, broken bones, illness, fatigue, lacerations, concussion, internal injuries and death. I understand and appreciate the risks of my participation in the activity, understand and appreciate that I assume the risk of participation, including those risks which are or are not fully comprehended and/or perfectly obvious, as well as freely assume all such risks, both known and unknown, including those recited herein and otherwise.
5. I willingly agree to follow and comply with the stated customary terms, rules, and conditions for participation in the activity. In the event I observe or am told of any unusual significant hazard related to or during our participation in the activity, I will remove myself and anyone in my care from the area and bring same to the attention of the releasees or other officials immediately.
6. I affirm by my signature below that I am eighteen (18) years of age or older and am participating in this activity on my own free will and voluntarily. If I am executing this document on behalf of my child, I acknowledge I am the child's parent and/or legal guardian and have the right to make this agreement on behalf of my child. I understand that the entirety of this Waiver and Release of Liability applies fully to both myself and my child, including the release from liability and acknowledgment of risks associated with same.
7. I understand and acknowledge that this release is governed by the laws of the State of New York.

I AND/OR ANY CHILDREN OR PERSONS IN MY CARE HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUME ALL RISKS FREELY AND VOLUNTARILY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AND/OR MINORS WHO ARE MY CHILD OR WHOM I AM LEGAL GUARDIAN FOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND FREELY AND VOLUNTARILY DO SO WITHOUT INDUCEMENT.

\_\_\_\_\_  
Participant Name – please print

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Participant or  
Parent/legal guardian if participant is  
a minor (under 18 years old)

\_\_\_\_\_  
Age (if under 18)

\_\_\_\_\_  
Date