

**RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT
ADULT ON BEHALF OF MINOR**

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE Town of Lake Placid USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE Town of Lake Placid IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE Town of Lake Placid HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, (name of legal guardian and/or natural parent of above-referenced minor child/children) for myself, my heirs and personal representatives, hereby assume all liabilities, risks, injuries and hazards to my child/children, Town of Lake Placid, incidental to, or as a result of, participation in

(list activities in which minor is to participate), including transportation TO AND FROM the said activity. I freely acknowledge the fact that this/these Program(s) and/or activity(ies) may have, and/or do involve, physical contact or other conditions or factual circumstances where physical or other injuries may occur, and that transportation to and from said event could involve the potential for an automobile, or other, accident. As legal guardian and/or natural parent of the above referenced child/children, I do hereby warrant that my minor child is in good health and has no physical condition that would prevent him/her from safely participating in the Program(s) and/or activity(ies) identified above. If my minor child has any medical or physical limitation, I have made the Program's staff aware of such limitations in writing in advance of my minor child's participation in the Program(s) and/or activity(ies), which may/may not include swimming or water activities. As legal guardian and/or natural parent of the above referenced child/children, I do hereby waive, release and agree to indemnify and hold harmless the Town of Lake Placid, their officers, agents, employees, the organizers, sponsors, activity supervisors, co-sponsoring organizations and participants for any claim, demand, liability, costs, suits, charges or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of Town of Lake Placid, their agents or employees and sponsors or activity supervisors, arising from my child/children's participation in the said activity.

I, _____ (name of legal guardian and/or natural parent of above-referenced minor child/children), as legal guardian and/or natural parent of the above referenced child/children, assume all risk of injury, liability, and loss arising from my child/children's participation or presence at said activity. I acknowledge that the Town of Lake Placid, will not assume any costs relating to any injury while my child/children are involved in this activity, or from transportation to or from this activity.

This Waiver, Release and Hold Harmless/Indemnification Agreement is in consideration of the Town of Lake Placid, permitting my child/children's participation in the activity or program at issue and in further consideration of the Town of Lake Placid, not requiring self-funded liability insurance coverage on my part as a condition precedent to my child/children's participation in the activity.

I, _____ (name of legal guardian and/or natural parent of above-referenced minor child/children), as legal guardian and/or natural parent of the aforesaid child/children, freely and voluntarily assume all risk of loss or injury arising from my child/children's participation in the activity whether due to my negligence, my child/children's negligence, or the negligence or intentional acts of others. I acknowledge that, absent this Release and indemnification, Town of Lake Placid, or other sponsors of the activity would not have offered me, or my child/children, the access to the activity because of unacceptable exposure to civil liability claims and/or lawsuits, or the expense of providing a program that is risk-free. By signing this waiver, I agree to indemnify any and all employees of the Town of Lake Placid, for any and all damages which result from any and all acts or omissions, including negligence, in whole or in part, on the part of any Town of Lake Placid, employee.

I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I, Town of Lake Placid, or my child/children, might otherwise be entitled if my child/children are hurt or suffer loss during his/her/their participation in that activity.

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

SIGNED THIS _____ DAY OF _____, 20____.

Signed in the presence of the following witnesses:

Witness

Parent or Guardian

Witness

Witness

Parent or Guardian

Witness