

## **RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

I am executing this release, waiver and indemnification agreement as a condition of attending and participating in the Cattaraugus Creek Whitewater Safety Program held on May 14, 2022 at the Gowanda Volunteer Fire Department facilities in Gowanda, New York and at any satellite venues associated with the event ("**The Event**"). Hereinafter, I will be referred to as "**Participant.**"

### **RISKS ASSOCIATED WITH PADDLESPORTS**

Participant hereby acknowledges, agrees, and represents that he/she understands the nature of Paddle sports and related activities and that, in order to undertake such activities, Participant must be qualified, in good health, in proper physical condition to participate in such activity. Participant also acknowledges, agrees and represents that Participant understands that: (a) Paddle sports, including but not limited to rafting, canoeing and kayaking and related activities involve RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("**RISKS**"); (b) these Risks and dangers may be caused by Participant's own actions or inactions, the actions or inactions of others participating in the Activity, the natural or artificial conditions in which the activity takes place, or (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable.

### **PARTICIPANT RESPONSIBLE FOR HIS/HER OWN EDUCATION AND EXPERTISE**

While The Event may offer orientation and information concerning Paddle sports, including whitewater recreation in general and/or on Cattaraugus Creek in particular, Participant ultimately bears the responsibility for duly seeking out and completing any and all appropriate and necessary orientation, instruction and training before actually engaging in any such Paddle sports activities. Participant acknowledges that the information and orientation presented at The Event is not sufficient to enable Participant to safely participate in Paddle sports without further education and training.

### **ASSUMPTION OF RISK**

If I am an adult Participant or parent of a minor Participant, I hereby acknowledge the Risks described above and their inherency, and that other Risks, known and unknown, inherent and otherwise, may be encountered. I expressly accept and assume all the Risks, known and unknown, inherent or not, and whether or not described above, of participation in the Event including the use of any associated equipment and facilities, or otherwise moving about the premises and remote sites and transportation to or walking to activity sites. If I am the parent of a minor Participant, I have discussed the activities, responsibilities and Risks with the minor child who understands and accepts them, and I, to the fullest extent permitted by law, accept them on behalf of such minor child.

### **Release and Indemnity**

I, an adult Participant or parent (parent agreeing for himself or herself and on behalf of a minor child or ward who is a Participant), to the maximum extent allowed by law hereby agree to release and discharge each and every person, entity or company involved in The Event and their respective members, owners, officers, directors, volunteers, employees, agents, representatives, successors and assigns, **including but not limited** to the Zoar Valley Paddling Club, the Gowanda Fire Department, the New York State Department of Environmental Conservation, Erie County Sheriff's Office, Zoar Valley Canoe and Rafting, (collectively, "**Released Parties**") from all claims, liabilities, damages and losses asserted by or on behalf of me or the minor Participant in any way arising from or connected with my, or the minor's, enrollment or participation in an activity of or related to The Event, the use of any equipment or facilities, or otherwise moving about the premises where the event is conducted and any remote sites

and transportation to or walking to activity sites. I understand that in signing this Agreement, I surrender my, and the child's, right to make a claim or file a lawsuit against a Released Parties for personal injury, property damage, wrongful death, products liability or under any other theory, to the maximum extent allowed by law.

I further agree to hold harmless and indemnify (that is, defend and either pay or reimburse) all of the Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from 1) a claim brought by a co-Participant any other person for loss or damage caused by my, or the minor Participant's, acts or omissions; 2) a claim brought by me, my minor child or any member of my or my minor child's family in any way arising out of my or the minor's participation in The Event; or 3) any contribution or indemnity claim brought against the Released Parties arising out of any claim brought by me or by my minor child or by any member of my or my minor child's family in any way arising out of my or the minor's participation in The Event .

These agreements of release and indemnity include loss, damage or expense claimed to have been caused in whole or in part by the **NEGLIGENCE** of a Released Party, but not gross negligence or intentionally wrongful conduct.

### **Dispute Resolution**

I, for myself and for the child, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor child and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. I agree that the interpretation of this Agreement and that any dispute between a Released Party and a Participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State of New York. Any mediation or arbitration shall take place in the State of New York, and in the county in which the event is conducted.

### **SOLE AGREEMENT**

This Agreement constitutes the sole and only agreement between the parties concerning my child's and my release and indemnification as a condition for participating in this activity. Any prior agreements, whether oral or in writing, shall be void and of no further effect. This Agreement may not be modified.

### **Certification**

I certify that I have read this document, and I fully understand its contents. I am aware that this is a release and indemnification of liability for myself and my child, and I sign it of my own free will.

Dated: \_\_\_\_\_

Participant's Name (Print) \_\_\_\_\_

Child's Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_