



Waiver of Liability

I, the undersigned, who has registered for and intends to fully participate in volunteer activities at the Graphite Range Community Forest in consideration of Saratoga County's agents, representatives, instructors directors volunteers, employees, staff and all other persons acting on the behalf of Saratoga County.

I hereby fully acknowledge, understand, and agree to release and hold harmless Saratoga County on behalf of myself, any agents, next of kin, or representatives of my estate.

I acknowledge the risks and dangers that exist in my participation in volunteer activities at the Graphite Range Community Forest. I assume the risks which could result in physical and/or emotional injury, paralysis, death, or damage to myself, to properties or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity(ies). The risks include but are not limited to: being struck on my person or body, bruises, bodily discomfort, redness, slight injury and/or pain.

I expressly agree and promise to accept all risks existing in this activity. Participation is purely voluntary, and I can elect to participate in spite of risks. I agree to indemnify and hold harmless Saratoga County, its agents, officers, representatives, directors, volunteers, participants employees and staff against loss or expense including attorney's fees by reason of the liability imposed by law upon Saratoga County. It is my understanding that this waiver will protect Saratoga County. I will bear all costs and expenses, including that of counsel in the defense of any litigation, mediation and/ or arbitration within New York's jurisdiction, where all matters concerning Saratoga County should be litigated, or any other jurisdiction, if appropriate.

I agree to be personally responsible for my own safety. I may decline to participate in any activity I deem to be unsafe.

I agree that if at any time I am not capable of completing the required demands or functions of the activity (physically or mentally) that I am required to immediately advise the activity coordinator. I agree to perform the techniques and skills taught at no greater force or level than I am comfortable with and competent at. I shall perform only those skills and techniques as taught by the instructors and shall not improvise any techniques of my own.

I will immediately notify the activity coordinator of any injury that I receive or that observe to another participant. I will also report any unsafe condition(s) I observe.

I expressly agree that the foregoing Waiver is intended to be as broad as permitted by the laws of the United States, and the State of New York. I further agree that if any provisions of this agreement are held to be invalid, nevertheless, the balance of the agreement shall remain in full force and effect. Wherefore I have had sufficient opportunity to read this entire document. I have



read, acknowledge and fully understand this document, I understand that I am giving up substantial rights including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily and intend my electronic signature to be a complete and unconditional release of all liability to the greatest extent permissible by law.

I agree that the terms stated herein shall also serve as a waiver of liability and assumption of risk for all of my heirs, estate, executor, administrator, assignees, and for all members of my family. This will be construed to the greatest extent allowed by law and is governed by the laws of the State of New York.

I agree to abide by these terms and conditions and waiver of liability as set forth above.