

LANDER COLLEGE VOLUNTARY RELEASE AND WAIVER OF LIABILITY

Name of Participant:

Emergency Number:

Legal Address:

Parent/Guardian:

City, State, Zip:

Emergency Contact:

Telephone Number:

Relationship:

1. I affirm that the event may include a hazardous activity, and even if I do everything correctly, I am at risk for injury or death. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the released parties (defined herein). I understand the risks associated with my participation in Touro College ("TC") or Chazak Camping Inc. ("Chazak") sponsored events, activities, sports and trips (hereinafter referred to as "the event"). I affirm that I will conduct myself safely as required to protect myself and others. I affirm that I know of no medical reason why I might not be eligible to participate in an event sponsored by TC and/or Chazak).
2. I affirm that I understand that should I be involved in an accident while participating in the event, I am likely to be treated in a hospital, at my sole cost, and that the cost of such treatment may be quite high. Furthermore, I give permission to TC and/or Chazak or its agents to authorize emergency medical treatment as may be deemed necessary as a result of the event.
3. I affirm that I understand that TC and/or Chazak may be using the services of other vendors (transportation, lodging, catering, event space, etc.) which has its own risks, including but not limited to the condition of vehicles, premises liability, food, failure to perform maintenance, inspection, supervision or control of said areas and/or failure to warn of dangerous conditions existing.
4. I affirm that I clearly understand the risks associated with the event and that I am freely releasing TC and their respective officers, directors, employees and agents, and each of their respective affiliates and related entities, and successors and/or assigns (the "released parties") from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation or associated with my injury or death arising out of or in connection with the event, even if said injury or death is a result of negligence, active or passive, on their part, or arising out or related to claims of breach of contract or strict liability. I affirm that I sign this document understanding that it might prevent me from seeking damages.
5. I hereby agree to indemnify and hold each of the released parties harmless from and against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees and disbursements up through and including any appeal.
6. I affirm that the released parties have the right to photograph and/or videotape me and further to display, use and/or otherwise exploit my face, likeness, voice, and appearance forever and throughout the world.

I have read the six (6) paragraphs shown above and I completely understand each of them. I understand that these paragraphs are contractual and not a mere recital. I understand that this AGREEMENT represents the only agreement made between myself and the released parties and that NO OTHER AGREEMENT, VERBAL OR WRITTEN, has any impact on my decision to set my hand to this document.

x _____

Name of Participant:

Birth Date:

IF THE PARTICIPANT IS A MINOR. THIS DOCUMENT MUST ALSO BE SIGNED BY A PARENT OR LEGAL GUARDIAN, NOT JUST THE MINOR. IN ADDITION, THE ENDORSEMENT PARAGRAPHS BELOW MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN ON BEHALF OF ANY MINOR PARTICIPANT.

ENDORSEMENT BY A PARENT OR LEGAL GUARDIAN ON BEHALF OF A MINOR PARTICIPANT

1. I affirm that I am the parent or legal guardian of the minor named above and that I sign this document on behalf of myself, all other parents or legal guardians, and the minor/ participant and participant's heirs, executors, administrators and assigns. I affirm that I understand that my signature on this document prevents me for disavowing this waiver and prevents the minor from disavowing this waiver, now or in the future.
2. I affirm that I understand that the use of the term "I" in any of the six paragraphs in the primary body of this waiver describes the minor for which I am signing, and that the initials on those paragraphs represents my understanding of the paragraphs on behalf of the minor. I understand that the laws of the State of New York deem the minor/participant to be unable to understand the implications of this waiver and that I am responsible for obtaining understanding on behalf of the minor. Knowing this, each and every time I initial and sign I do so on behalf of myself, any other parent or guardian, the minor/participant, and participant's heirs, executors, administrators and assigns.
3. I affirm that I have completely read every paragraph of this waiver, that I understand each and every paragraph, and that I consent, on behalf of myself, the minor/participant, and all other parents or legal guardians, for the minor/participant to participate in the event.
4. I affirm that I fully understand that there is nothing that any employee of TC or Chazak or anyone else can say, verbally or in separate writing, that will alter the legal significance of the individual paragraphs contained in this document and that each and every paragraph means what is written, without amendment or alteration.
5. I affirm that I know of no reason, legal or practical, that prevents me from signing this waiver on behalf of myself, all other parents or legal guardians, and the minor/participant and participant's heirs, executors, administrators and assigns and that I am not under the influence of anything, mental or physical, that impairs my ability to understand the legal implications of this document. I affirm that I am not presently involved in a custody dispute with regard to the minor and that no action is pending in any court in any state alleging a claim of custody and that no such filing is anticipated in the immediate future. I affirm that I understand that I am free to seek the advice of others, including counsel, if I don't understand any part of this waiver. I affirm that this waiver was presented to me adequately in advance of the planned activities so I am able, if I choose, to seek the advice of others.
6. I AFFIRM THAT THIS WAIVER REPRESENTS A COMPLETE WAIVER OF THE RIGHT TO SUE THE RELEASED PARTIES, ON BEHALF OF MYSELF OR THE MINOR/PARTICIPANT. FOR ANY INJURY OR DEATH THAT RESULTS FROM THE ACTIVITIES OF PARTICIPATION IN THE EVENT, EVEN IF THEY ARE THE RESULT OF NEGLIGENCE, BREACH OF CONTRACT OR STRICT LIABILITY OF THE RELEASED PARTIES. I UNDERSTAND THAT I AM SIGNING A LEGAL CONTRACT THAT PREVENTS ME FROM SEEKING DAMAGES AGAINST THE RELEASED PARTIES ON BEHALF OF MYSELF OR THE MINOR.

I have completely read each of the six (6) paragraphs on this Voluntary Release and Waiver of Liability, and each of the six (6) paragraphs of this Endorsement by a Parent or Guardian on Behalf of a Minor. I understand that these paragraphs are contractual and not a mere recital. I further understand and agree that this Voluntary Release and Waiver of Liability is effective and valid for all events in which the minor participates from the date I execute this release. I have set my hand and seal in affirmation on the day and date last written.

X _____
Print Name of Parent/Guardian
Name of Minor: _____
Relationship to Minor: _____