



## LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE

This is a legally binding Release executed by \_\_\_\_\_

*[Full name of Participant]*

whose address is \_\_\_\_\_

and by \_\_\_\_\_

*[Full legal name, address and relationship of Participant's Parent or Guardian]*

to the Central New York Area Health Education Center (CNYAHEC), 9 Main Street, Cortland, New York.

- 1.0 We, the undersigned acknowledge that \_\_\_\_\_ (“Participant”) has voluntarily requested that he/she be granted permission to participate in the MASH CAMP, to be held at Pathfinder Village (“Releasee”) from July 31, 2020 to August 1, 2020.
- 2.0 We acknowledge that we have reviewed and that Participant has agreed to obey all rules, regulations, instructions, and expectations as set forth in the guidelines by Releasee. Participant also agrees to abide by all rules, regulations, and instructions provided and if there are any behavior problems that cannot be managed by the supervising camp staff, or if my child is sick, my son/daughter/dependent will be excused from camp.
- 3.0 We acknowledge the rules, regulations, and instructions as set forth are established in order to minimize the risks associated with participation in MASH CAMP. We further acknowledge that despite the safety precautions, Releasee cannot guarantee that a Participant will not be injured. We have signed this release in full recognition and appreciation of the hazards and risks associated with participation in this residential/instructional summer program, which risks include but are not limited to, injuries sustained while traveling around the facility and participating in off-campus field trips. We acknowledge Releasee is not responsible for events, injuries or activities that the Participant chooses to participate in which are not a part of MASH CAMP program. We further attest that we have fully discussed the aforementioned risks and Participant and Participant’s Parent/Guardian agree that Participant has individually assumed the risks involved with MASH CAMP as witnessed below.
- 4.0 We attest that MASH CAMP medical information form has been completed. We understand and have advised Releasee, on the Health Form, of what medical insurance coverage is available for my child and other pertinent information that will enable and authorize Releasee to contact me and to secure emergency medical treatment for my child, should the need arise.
- 5.0 In consideration of the Participant being permitted to participate in MASH CAMP, we do release, waive, forever discharge, and covenant not to sue the Institution, its governing board, officers, agents, employees and any students acting as employees (“Releasees”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage or injury, including but not limited to suffering and death, that may be sustained by Participant or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while participant is in, on, upon, or in transit to or from the premises where MASH CAMP, or any adjunct to MASH CAMP, occurs or is being conducted.

*(over)*

- 6.0 It is our express intent that this release and hold harmless agreement shall bind the members of Participant's family and spouse, if Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not To Sue" the Above-Named Releasees. Participant's Parent/Guardian further agrees to save and hold harmless, indemnify, and defend Releasees from any claim by Participant or Participant's family, arising out of Participant's participation in MASH CAMP
- 7.0 In signing this Release, Participant and Participant's Parent/Guardian acknowledge and represent that we have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before we sign it, and that we have reviewed it and Participant understands what it means and that we sign this document as our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. We further state that there are no health-related reasons or problems which preclude or restrict the Participant's participation in MASH CAMP, and that Participant has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Participant.
- 8.0 We further agree that this Release shall be construed in accordance with the laws of the State of New York. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

I, Participant's Parent/Guardian further state that I am Participant's *[check one]*  
 Parent /  Guardian, and am fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending for myself, for the Participant, and for Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

IN WITNESS WHEREOF, we have executed this release this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PARENT OR GUARDIAN

\_\_\_\_\_  
(Name and Relationship to Participant)

STUDENT/PARTICIPANT

\_\_\_\_\_  
(Signature)