

## **Lewisboro Land Trust Release/Hold Harmless Agreement**

This Release/Hold Harmless (the "Agreement") is executed by the undersigned in favor of the Lewisboro Land Trust, its officers, directors, members, representatives and volunteers (hereinafter collectively, "LLT").

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the hikes and other outdoor nature activities (collectively, "Outdoor Nature Activities") conducted by the LLT. I understand that serious injuries occasionally occur during participation in Outdoor Nature Activities, and that participants in Outdoor Nature Activities occasionally sustain mortal or serious personal injuries, property damage, or economic loss as a consequence of not only their own actions, inactions or negligence, but the actions, inactions or negligence of others, and that there may be other risks not known to me or not reasonably foreseeable at this time. It is my intention to accept full responsibility for risk of injury, permanent disability or death arising out of my participation in any Outdoor Nature Activities of LLT.

I assure LLT that there are no health-related or other reasons or problems which preclude or restrict my participation in any of the Outdoor Nature Activities of LLT. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure that I could be exposed to, in relation to participating in programs held by LLT, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, LLT, Town of Lewisboro, volunteers, program participants and their families.

I further understand and agree that LLT does not have medical personnel available at its Outdoor Nature Activities. I represent, acknowledge and agree that LLT is granted permission by me to authorize emergency medical treatment, if necessary, should I be unable to act on my own behalf. I represent, acknowledge and agree that LLT assumes no responsibility for any injury or damage which might arise out of, or in connection with, any such authorized medical treatment.

To the extent permitted by law and with full knowledge of the risks associated with Outdoor Nature Activities in which LLT participates and/or conducts, I hereby release, waive, forever discharge, covenant not to sue and agree to indemnify, defend and hold harmless LLT from any and all liability or responsibility whatsoever arising out of my participation in Outdoor Nature Activities of LLT or any other activities conducted by one or more of the individuals comprising LLT in connection therewith, and/or while in transit to or from Outdoor Nature Activities, for any losses, costs, damages and expenses (including, but not limited to, medical bills, courts costs and attorneys' fees) that I or my relatives, estate, heirs, executors or assigns may suffer or incur as a result of injury, property damage or wrongful death sustained by me or any other person, even if one or more of the Released Parties are the sole or partial cause of such injury, damage or death.

I understand that if my conduct during Outdoor Nature Activities is deemed by LLT (or any of its officers, directors, employees, representatives or volunteers) to present a hazard to other people participating in Outdoor Nature Activities, LLT reserves the right to take appropriate action to protect the rest of the participants from further disruption of the activities or from risks of physical injury, including actions to terminate my right to participate (or to continue to participate) in Outdoor Nature Activities.

This Agreement shall remain in effect until revoked by me in writing, and personally delivered to Bobbe Stultz or Jackie Dzaluk.

This Agreement shall be construed in accordance with the laws of the State of New York. If any term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law governing the same, the remaining provisions shall remain in full force and effect.

Prior to submitting this document, I have had an adequate opportunity to read and understand it, have had an opportunity to ask questions about it, and any questions I have had have been answered to my satisfaction.

Date: \_\_\_\_\_

Name (s) (print) \_\_\_\_\_

Signature of one adult \_\_\_\_\_

Email \_\_\_\_\_

