

SYLVAN BEACH FIRE DEPARTMENT

2025 CHICKEN WING RUN PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

- (1) I hereby acknowledge that I have voluntarily elected to participate in the Sylvan Beach Fire Department's 2025 Chicken Wing Run to be held on September 20, 2025, at Sylvan Beach, New York, and in consideration of being permitted to participate state that I know of no reason, medical or otherwise, that would prevent or restrict me from participating in this event.
- (2) I understand that there are potential risks, dangers and hazards (both known and unknown) inherently associated with participating in the Chicken Wing Run, and that as a participant I could be exposed to, sustain, and/or suffer serious personal injury, including death, and/or otherwise cause others to be exposed to, sustain and/or suffer serious personal injury, including death, and/or otherwise cause myself and/or others to incur property damage. In signing this document, I hereby assume all risks.
- (3) I hereby certify that my boat is in proper working order, and that I am in possession of, and any passengers and I will wear the required safety equipment necessary and/or otherwise recommended for participating in this type of event.
- (4) I will follow all applicable laws and regulations, including New York State Boater's Safety Course requirements.
- (5) On behalf of myself, as well as my heirs, executors, administrators and assigns, and to the maximum extent permitted by law, I hereby forever and fully release, discharge, waive and agree to defend, indemnify and hold harmless the Sylvan Beach Fire Department and the Sylvan Beach Fire District, their respective officers, directors, members, agents, employees, workers, successors and assigns, from and against any and all claims demands, causes of actions, obligations, liabilities, suits, losses, damages, costs, expenses, fees, including, without limitation, court costs and attorneys' fees, or any end every nature and character, including, without limitation, for death, illness, personal injury and/or loss of property to either myself and/or others, whether anticipated or unanticipated, directly or indirectly arising out of or connected in any way with my participation in the event.
- (6) I also understand, acknowledge and agree that should I be sued or otherwise be held responsible for causing others to suffer or sustain any personal injury, or death, I will defend, and to the extent permitted by law, indemnify and hold the releasees harmless, at my cost and expense.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A COMPLETE RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, A HOLD HARMLESS AGREEMENT, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

(SEE ATTACHED LIST OF PARTICIPANTS PRINTED NAME, SIGNED NAME AND DATE)