



Finger lakes Snows, LLC
Chris Underwood
4747 Ormonde Dr
Cazenovia, NY 13035
(315) 391-2905

Finger Lakes Snows, LLC Release Waiver

ANY GUEST MUST COMPLETE THE FOLLOWING RELEASE FORM BEFORE YOU MAY BEGIN YOUR ACTIVITIES IN OR ABOUT THE PREMISES OR ANY OTHER OFFSITE LOCATION.

Personal Information

Person's Name: _____ **Male:** _____ **Female:** _____ **Age:** _____

Person's Phone Number (daytime) _____ **evening** _____

Person's Complete Address: _____

Person's Email Address: _____

Release/Disclaimer

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Hunting/Fishing and Related Activities

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with hunting/fishing/outdoor activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

- 1. Risk of injury from the activity and weapons used in hunting/fishing is significant including the potential for permanent disability and death.**
- 2. Possible equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed or personally owned.**
- 3. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Finger Lakes Snows, LLC, including but not limited to operator error.**
- 4. Discharge of weapons, whether accidental, intentional, or caused by malfunction of the same.**
- 5. Hazards related to hunting/fishing from a vessel and/or from other hunting/fishing sites which include but are not limited to: collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of the body upon the**

water, injection of water into my body orifices, and/or drowning.

6. Cold weather and heat related injuries and illness including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.

7. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and all other weather conditions.

8. Accidents or illness occurring in remote places where there are no available medical facilities.

9. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

10. My sense of balance, physical coordination, and ability to follow instructions.

* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement In consideration for being permitted to participate in any way in hunting/fishing and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named person or entities, herein referred to as releasees: Finger Lakes Snows, LLC and their officers, directors, employees, representatives, agents, and volunteers.

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

4. I am also fully aware and understand that Finger Lakes Snows, LLC, do not have on or about their respective premises any medical services, or employ or contract with any

medical services, provisions for ordinary or emergency medical services.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

S/_____

Signature of Adult Participant

Name of Adult Participant (Please Print):

Date

For participants of minority age: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/_____

Signature of Parent or adult legal Guardian

Name of Parent or adult legal Guardian (Please Print):

Date

If Participant is a Minor, and by their (Please Print) signature, they on my behalf release all claims that both they and I have.

Name of Minor (Please Print)