**RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT, AGREEMENT NOT TO SUE, ASSUMPTION OF RISK**

In consideration of and return for the use of and presence on the property, facilities, activities, and services at PROJECT BUENA VISTA, the undersigned customer/participant for him/herself, his/her heirs, assigns, and legal representatives, hereby expressly agrees to and acknowledges the following:

**1. Assumption of Risk**. I understand that being at Buena Vista, traveling to Buena Vista, or carrying out activities in association with Project Buena Vista are potentially dangerous activities and involve inherent risks and I knowingly am engaging in said activities. I assume the risk of all dangerous conditions in and about the property and waive any and all specific notice of the existence of such conditions. I assume any and all risks involved in and arising from the use or presence upon the facilities, including without limitation, the risk of death, bodily injury or property damage. I also assume all risk arising from the negligent or deliberate acts of another person. I acknowledge that there are inherent risks involved with the use of and presence on the facility. I understand and agree that this activity falls within the purview of the New York Recreation Safety Act. NY. Stat. §1-1-121 *et seq*.

**2. Release.** I and on behalf of my representatives, assigns, heirs, and next of kin, release discharge, hold harmless, and fully and forever waive any and all claims, demands, causes of action against PROJECT BUENA VISTA, its officers, agents, or employees from any and all liabilities, damages, costs, and expenses arising out of my use of the facilities, including without limitation, those based on death, bodily injury (including without limitation dismemberment and total and permanent disability), property damage, whether or not caused by the negligence or other fault of PROJECT BUENA VISTA, including strict product liability.

**3. Waiver**. I waive all claims for damage or loss to my person and property that may be caused by any act, or failure to act, of PROJECT BUENA VISTA, its officers, agents, or employees. I waive the protection afforded by any statute or law in any jurisdiction of the State of New York, whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

**4. Indemnify**. I agree to indemnify and defend PROJECT BUENA VISTA against, and hold it harmless from any and all claims, causes of action, demands, damages, judgment, costs, or expenses, including attorney’s fees, which in any way arise from the customer/participant’s use of or presence upon the facilities, including without limitation, the negligence, if any, of PROJECT BUENA VISTA its successors, assigns, subsidiaries, franchises, officers, directors, employees, and agents. Additionally, by signing below, the Parent of Legal Guardian of the customer/participant agrees to indemnify and defend PROJECT BUENA VISTA against any and all claims, causes of action, demands, damages, judgment, costs or expenses, including attorney’s fees, due to bodily injury (including without limitation dismemberment and total and permanent disability) or death to customer/participant and/or any other customer/participant.

**5. Payment for Damages.** I agree to pay for any and all damages to the facilities caused by me, negligently, willfully, or otherwise.

**6. Governing Law and Venue.** This Agreement shall be governed by the laws of New York. Any lawsuit arising under this Contract shall be brought in the appropriate Court in the Second Judicial District of New York. If PROJECT BUENA VISTA must seek legal action to enforce this agreement or defend an action which involves this agreement, then PROJECT BUENA VISTA shall be entitled to attorney’s fees and costs associated therewith.

**7. Warrant and represent**:

a. That I have taken notice of and will obey all rules and regulations of the property, and the guidelines provided by the trip organizers;

b. That I acknowledge that the activities at the property or in association with travel to the property can be dangerous and involve the risk of death, bodily injury, or property damage.

c. That I have read and understand this agreement;

d. I fully know and understand the rights I am waiving/surrendering;

e. That I am waiving my rights voluntarily.

⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭ ⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭

First Name Last name

⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭

Street Address

⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭ ⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭⁭

City State

⁭⁭⁭-⁭⁭⁭-⁭⁭⁭⁭ ⁭⁭-⁭⁭-⁭⁭

Telephone Number Date of Birth

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Parent/Guardian Signature (if under 18)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Today’s Date Printed name of Parent/Guardian