

Wyoming Central School District Acknowledgement and Release Agreement

I, _____, wish to participate in _____ offered by _____ (the "Activity") on the Premises of the Wyoming Central School District (the "District"). As a precondition to participating in the Activity, I have read the following Release Agreement and agree to its terms.

1. **Assumption of Risk.** I understand that participating in the Activity entails inherent risks including, but not limited to, the risks described in the Activity Detail Form attached to this Release Agreement. I have read and understand the Activity Detail Form. Having read this form, I am fully aware of the risks and hazards associated with the Activity, and hereby elect to voluntarily participate in the Activity. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that I may sustain as a result of participating in the Activity, unless caused by the gross negligence or willful misconduct of the District, its officers, agents, employees or volunteers (the "Releasees").
2. **Liability Release.** In consideration for the Wyoming Central School District allowing me to participate in the Activity on its Premises, I agree that I will not sue the Releasees and I hereby release and indemnify the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever arising out of any loss, personal injury (including death) or property damage, that I may sustain, arising from the Activity or while upon the Premises where the Activity is being conducted, unless due directly to the gross negligence or willful misconduct of the Releasees.
3. **Statement of Physical Fitness.** I state that I am physically fit and in a condition that will allow me to participate fully and safely in the Activity. I maintain medical insurance that covers me for accidents and illnesses while participating in this Activity. I understand the Releasees have not made, nor will make, any investigation into my physical fitness or ability to participate in the Activity and Releasees are relying on my statement of my physical condition and insurance coverage. I assume full responsibility for payment of medical expenses not covered by my insurance incurred as a result of my participation in the Activity.

It is my express intent that this Agreement shall bind me and the members of my family (if any), estate, heirs, administrators, assigns or personal representatives. I agree that this Agreement and any claim arising from my participation in this Activity shall be construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The courts in Wyoming County shall be the forum for any lawsuits arising from the Activity or relating to this Agreement. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

In signing this Agreement, I acknowledge that I have read both this Release Agreement and Activity Detail Form, understand them, and agree to be bound by their terms. I further acknowledge that I sign this Release Agreement voluntarily and I am at least eighteen years of age.

Participant Signature

Date

THIS IS A RELASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.

**Wyoming Central School District
Acknowledgement and Release Agreement
ACTIVITY DETAIL FORM**

Name of Activity: _____

Date(s) of Activity: _____

Location of Activity: Wyoming Central School

Description of Activity: _____

Various activities including, but not limited to:

By participating in these activities you may be exposed to several inherent risks, including but not limited to those listed:

