

RELEASE AND WAIVER OF LEGAL LIABILITY

This is your Release and Waiver of Liability (the "Release"). You release the Cutchogue New Suffolk Library, its officers, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, the "Library"). You agree that this Release is effective immediately.

1. Assumption of Risk:

I expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from my participation in the following exercise/wellness class at the library: [Insert name and date of program]______.

You Assume the Risks:

I understand that this activity is strenuous and dangerous and that it is impossible to predict everything that may occur. I understand that the activity should be engaged in only by people in good health. I understand that I should consult a physician before engaging in any physical activity.

Once you sign, you confirm that you understand the risks involved and accept all the risks.

2. General Release, Indemnification and Hold Harmless:

I hereby agree for myself and/or my minor child(ren) and our respective heirs, assigns and legal representatives, to indemnify, defend and hold the Library and its officers, board members, employees, volunteers, agents, independent contractors and other participants ("Releasees") harmless from any and all claims and causes of action of any nature, including negligence for any and all personal and/or bodily injury or illness, including death, which may occur to myself or my minor child or which may be aggravated during or by any activity in which I have decided to allow myself or my minor child to participate. I further expressly understand and agree the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of New York and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I have read the above warning, waiver, and release and understand that I give up substantial rights for myself and/or my minor child by signing it, and knowing this, sign it voluntarily. I agree to participate and/or allow my minor child to participate knowing the risks and conditions involved and do so entirely of my own free will. I affirm that I am at least 18 years of age, or, if I am under 18 years of age, I have obtained the required consent of my parents/guardian as evidenced by their signatures below.

I Accept:

Participant Name

Date

Participant/Guardian Signature

Date

If signing on behalf of minor participant, Print Guardian's Name Adopted by the Board of Trustees 9/16/24