PANAMA ROCKS SCENIC PARK WAIVER OF LIABILITY

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT

In consideration of being allowed to participate, **I assume full responsibly and liability for accidents and/or injuries to myself and minors, dependents, and non-minor dependents with me due to known and unknown risks.** In the event that I am signing on behalf of any minors, I have full authority to do so, realizing its binding effect on them as well as myself**. I have explained the risks of hiking at Panama Rocks to minors, dependents, and non-minor dependents I have signed for and they understand and accept those risks.**

I understand that the hiking trail and ground is uneven with roots and rocks, that **there are cliffs and deep holes in the ground**, that some cliffs and holes are near the trail and not readily visible, and that there are no railings. I am aware that hiking and/or climbing at Panama Rocks Scenic Park involves **RISK OF SERIOUS INJURY OR DEATH**. I understand and agree that Camp-At-The-Rocks LTD. shall have no duty to warn me of or to remedy any risks, dangers, or hazards. **I further agree to assume all risk of personal injury or loss or damage to any of my property.**

An inherent risk of COVID-19 exists in any place people are present. I voluntarily assume all risks related to exposure to COVID-19.

I hereby release Camp-At-The-Rocks, LTD from any and all legal liability and for any negligence to the fullest extent permitted by law. I agree not to sue or make a claim against Camp-At-The-Rocks, LTD, and I agree to indemnify, defend, and hold harmless Camp-At-The-Rocks, LTD, and all of its owners, officers, members, agents and employees, its lessors and lessees for any and all claims for damage, injuries, or death to myself and any minor, dependent, and non-minor dependent on whose behalf I am signing, and to any other person or property caused by or resulting from my presence at and participation in activities at Panama Rocks Scenic Park. This indemnification includes but is not limited to all defense costs, attorney's fees, and other expenses of any type, without limitations

I have carefully read this agreement and fully understand its contents and the terms. I have correctly and truly represented my name and signature below. This contract shall be legally binding upon me, my heirs, my estate, assigns, legal guardians, and my personal representatives. Any legal action relating to Camp-At-The-Rocks LTD will be brought in the New York State Supreme Court, County of Chautauqua, or the United States District Court for the Western District of New York.

NAME (Print) **DATE** **SIGN** **(Parent/Guardian Signature for minors under age 18)**

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