

BooTown LLC

RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of being permitted by BooTown LLC, having an address of _____ (“BooTown”) to participate in its unsupervised activities (the “Activities”) and to use its equipment and facilities, I hereby agree to release, indemnify, defend and hold harmless BooTown, and its agents, owners, members, directors, employees, volunteers, subsidiaries, related entities and its successors and assigns (the “Released Parties”) as follows:

1. I declare and represent that I am at least eighteen (18) years of age and I am in good health, physically fit and capable of engaging in the Activities.

2. I agree and understand that the Activities are or may be considered HAZARDOUS. Further, I recognize that there are risks, including, but not limited to:

- a. Changing and/or unpredictable weather conditions;
- b. Collision with other participants, manmade or natural objects;
- c. The presence of insects, wildlife or bacteria;
- d. Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- e. My sense of balance and physical condition and/or follow directions;
- f. Equipment failure or operator error;
- g. Fatigue, chill and/or reaction time and increased risk of accident.

I recognize that injuries are a common and ordinary occurrence of the Activities. I hereby agree to freely and expressly **ASSUME** and **ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH** and I voluntarily elect to participate in the Activities.

3. By execution of this release I hereby release, indemnify, defend and hold harmless the Released Parties from any and all liability, claims, demands, losses or damages, costs, fees, including reasonable attorneys’ fees, which are in any way connected with my participation in the Activities or my use of any equipment or facilities of the Released Parties.

4. In the event that I file a lawsuit against BooTown, I agree to do so solely in the County of Washington, State of New York and I further agree that the laws of the State of New York shall apply in that action without regard to the conflict of law rules that may apply. I agree that in the event any section of this Release is found to be void or unenforceable, the remaining terms shall remain in full force and effect.

5. If the participant is a minor, I agree that this Release of Liability is made on behalf of that minor participant and that all of the releases, waivers and declarations herein are binding on that minor participant. I represent that I have the full authority as a Parent or Legal Guardian of the minor participant to bind the minor participant to this Release.

6. This Release shall be binding upon my distributees, heirs, executors, administrators, personal representative, and assigns.

I have read this Release of Liability, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement and assurance of any nature and intend to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant: _____

Today’s Date: _____

Print Name of Participant: _____

Birth Date: _____

Address: _____

Email: _____ Phone: _____

NOTICE TO MINOR CHILD'S PARENT OT LEGAL GUARDIAN

Read this form completely and carefully. You are agreeing to let your minor child engage in an unsupervised hazardous activity (the "Activities"). You are agreeing that there is a chance your child may be seriously injured or killed by participating these Activities because there are certain dangers inherent to the Activities which cannot be avoided or eliminated. By signing this form, you are giving up your child's right to recover from BooTown, and its agents, owners, members, directors, employees, volunteers, subsidiaries, related entities and its successors and assigns in a lawsuit for any personal injury, including death, to your child and any property damage that results from the risks that are a part of the Activities. You have a right to refuse to sign this form, and BooTown has the right to refuse to let your child participate if you do not sign this form.

Name of Minor: _____

Birth Date: _____

Name of Minor: _____

Birth Date: _____

Name of Minor: _____

Birth Date: _____

Name of Minor: _____

Birth Date: _____

Check the applicable box below.

_____ I will present with the above-named Minor(s) while they participate in the Activities.

_____ The above-named Minor(s) may participate in the Activities with _____, who is at least eighteen (18) years of age.

_____ The above-named Minor(s) may participate in the Activities unsupervised.

Signature of Parent/Legal Guardian: _____

Today's Date: _____

Print Name of Parent/Legal Guardian: _____

Birth Date: _____

Address: _____

Email: _____ Phone: _____

Time Out: _____

TYPE: _____

Time In: _____

Other: _____