



Whispering Pines Hideaway

548 Townline Road, Lyons, NY 14489

315-946-6170

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of Whispering Pines Hideaway, I agree to the following Waiver and Release for the following event:

- | | |
|--|---|
| <input type="checkbox"/> Continental Tower Shoots | <input type="checkbox"/> Laser Tag/Paintball Activities |
| <input type="checkbox"/> Horseback Riding | <input type="checkbox"/> Off-Roading |
| <input type="checkbox"/> Hunting (All Hunting) | <input type="checkbox"/> Sporting Clays |
| <input type="checkbox"/> All organized events scheduled by WHP | |

I acknowledge that these activities have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I understand that these risks, hazards and dangers include without limitation:

1. The risk of handling firearms and being near others that have firearms in their possession.
2. The risk of injury from ammunition and shot from other individuals and their activities.
3. Walking/and horseback riding in rugged country, including encounters with wildlife, animals and insects.
4. Inclement weather conditions.
5. The risk of injury from riding on an all-terrain vehicle (ATV) or any vehicle used off the paved road.
6. The risk of injury from any and all activities at Whispering Pines Hideaway.

I understand the risks, hazards and dangers as described above and have had the opportunity to discuss them with Whispering Pines Hideaway. I understand that these activities may require good physical conditioning and a degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I am voluntarily using the services of Whispering Pines Hideaway with full knowledge of the inherent risks, hazards and dangers involved and hereby assume and accept any and all risks of injury, paralysis or death.

Lastly, I, for myself, my heirs, successors, executors and subrogees, hereby knowingly and intentionally waive and release, indemnify and hold harmless Whispering Pines Hideaway, their directors, officers, agents, employees, volunteers and owners of the real estate on which any such activity is conducted (herein after 'Owner'), from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable

attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis or death results from negligence of Whispering Pines Hideaway or the Owner or from some other cause. I, for myself, my heirs, successors, executors and subrogees, further agree not to sue Whispering Pines Hideaway or the Owner as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities of Whispering Pines Hideaway.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.
(Please Print Clearly)

Name _____ Home Phone _____
Address _____ Cell Phone _____
City _____ State _____ Zip _____
Signature _____ Date _____
E-mail Address _____

If under eighteen years of age, parent, guardian or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by Whispering Pines Hideaway to participate in the activities of hunting which include, without limitation, the use of its services, animal and equipment, I agree to the following waiver, release and indemnification:

This undersigned parent, guardian or custodian of the above minor, for himself/herself and on behalf of said minor, hereby join in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify and forever defend Whispering Pines Hideaway, their directors, officers, agents, employees, volunteers and Owners from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor as a result of said minor's participation in the activities of Whispering Pines Hideaway and his or her use of the property, animals (if any) and facilities of Whispering Pines Hideaway and Real Estate. I, for myself and on behalf of said minor, further agree not to sue Whispering Pines Hideaway and Owner of said real estate as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Whispering Pines Hideaway.

Date _____

Print Name (Minor) _____ Print Name (Adult) _____

Signature of Parent, Guardian or Custodian of Minor _____

Date _____ Witness _____