



Central New York Memorial Stair Climb

**Waiver of Liability**

I, \_\_\_\_\_ (print first and last name) acknowledge that the Association of Memorial Stair Climbs (herein the Association) and the CNY Memorial Stair Climb organizers (herein the "Climb") are permitting me the opportunity to participate in activities, events, or affairs of or sanctioned by the Association and the Climb organizers.

In exchange,

I KNOWINGLY AND VOLUNTARILY WAIVE AND RELEASE ANY AND ALL CLAIMS THAT I MAY HAVE OR MAY IN THE FUTURE AGAINST CNY STAIR CLIMB, THE ASSOCIATION OF MEMORIAL STAIR CLIMBS, THE CNY MEMORIAL STAIR CLIMB ORGANIZERS, AND ANY MEMBERS OF THE BOARD OF DIRECTORS OR TRUSTEES OF THE ASSOCIATION, AND ANY OFFICERS, DIRECTORS, EXECUTIVES, SUBSIDIARIES, AFFILIATES, OPERATORS, EMPLOYEES, AGENTS, VOLUNTEERS OR REPRESENTATIVES INVOLVED IN OR PARTICIPATING IN THE CNY MEMORIAL STAIR CLIMB INCLUDING THE BUILDING OWNERS AND/OR STAFF.

FURTHER, I AGREE TO THE USE, REPRODUCTION, AND/OR PUBLICATION OF PHOTOGRAPHS AND/OR VIDEO THAT MAY PERTAIN TO ME- INCLUDING MY IMAGE, LIKENESS AND/OR VOICE WITHOUT COMPENSATION. I UNDERSTAND THAT THIS MATERIAL MAY BE USED IN VARIOUS PUBLICATIONS, PUBLIC AFFAIRS RELEASES RECRUITMENT MATERIALS, PUBLIC SERVICE ADVERTISING (PSAS) OR FOR OTHER RELATED ENDEAVORS.

This waiver and release applies to all lawsuits, claims, demands, or disputes in any way connected to, related to, accruing from and/or arising out of my participation in the Climb or any property owned by, used to operate, or controlled by the released parties. Such claims include, but are not limited to: claims for negligence, gross negligence, Injury, death, accident, bodily injury, physical contact and fear of bodily injury, mental and emotional injuries or distress; Intentional infliction of emotional distress; loss of or damage to any property; claims under any state or federal statute; claims under any common law doctrine of liability; claims related to any violation of any common law or constitutional provision; federal, state, county, municipal or other governmental statutes; ordinance, regulation or public policy.

THIS RELEASE IS GLOBAL IN NATURE AND UNDERSTOOD TO COVER ALL CLAIMS OR CAUSES OF ACTION.

Volunteers are providing health care that is not administered for or in expectation of compensation; and (2) there are limitations on my ability to recover any damages from any volunteer in exchange for receiving these services.

I further acknowledge and agree that I have fully read and considered this release and waiver and that I have knowingly and voluntarily executed it, there by obligating myself, my representatives and my estate to the terms of this release from any duress, coercion, threat, or intimidation.

I agree to the above described release and waiver as verified by my signature herein and confine my intention to release the release parties of any liability for claims as explained above.

Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**OTHER SIDE ALSO**

A Climb to Remember.....

***A sanctioned event of the Association of Memorial Stair Climbs***



## *Release of Liability*

### READ BEFORE SIGNING

For and in consideration of being allowed to participate in the Central New York Memorial Stair Climb event, at the Utica State Office Building, in Utica, New York on Saturday, September 19, 2023 from 6:00AM-4:00PM.

I, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. I acknowledge the risks and dangers that may arise as a result of this activity, which are inherently dangerous, **including, but not limited to: ankle sprains and fractures, lower back strain, shin splints, knee joint injuries, injuries from tripping, or falling, such as sprains and broken bones; injuries from over exertion such as heat stroke, heart attack, stroke, paralysis and even death.** I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the above referenced Stair Climb event. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in the above referenced Stair Climb event. I understand that it is my sole responsibility to participate in exercises that are appropriate for the current status of my health. I also understand that unanticipated and unexpected dangers may arise during my movements in and around the stairwells, lobbies, conference rooms, hallways and the front lobby area of the Utica State Office Building, and I assume all risks of injury to my person and property that may be sustained in connection with the above described and associated activities.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, direct and indirect, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE the People of the State of New York, and their officers, officials, agents and/or employees ("Releasees") or others, and assume full responsibility for my participation in the above referenced activity. In the event that I am injured, I agree to assume any financial obligation, either through my personal health insurance, or through some other means, for any medical costs which I incur. The Releasees assume no responsibility for any medical expenses, injury or damage suffered by me in connection with this activity. This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue and is made voluntarily by me.

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the New York State Office of General Services immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the People of the State of New York, and their officers, officials, agents and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. It is agreed that any and all litigation arising from this program will be filed in Albany, New York.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

### **FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARENT/GUARDIAN NAME: \_\_\_\_\_ PHONE: (\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_