

**TOWN OF CHAMPLAIN & TOWN OF MOOERS**

729 Rt. 9 - P.O. Box 3144 Champlain, NY 12919 TELE: (518) 298-8160 FAX: (518) 298-8896

**WAIVER AND RELEASE OF LIABILITY**  
**(for children who live in the above locations)**

**DISCLAIMER: TOWN OF CHAMPLAIN/VILLAGES OF ROUSES POINT AND CHAMPLAIN SHALL NOT BE RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE PLAYING, PRACTICING, OR IN ANY OTHER WAY INVOLVED IN THE TOWN PROGRAMS FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF TOWN MOOERS, ITS AGENTS, OR EMPLOYEES.**

In consideration of my child's participation, **I hereby release and covenant not-to-sue** Town of Champlain, Town Board of the Town of Town of Champlain, any of their employees, instructors, or agents, **from any and all present and future claims resulting from ordinary negligence on the part of the Town or others** for property damage, personal injury, arising as a result of my child's engaging in or receiving instruction in Town activities or any activities incidental thereto, wherever, whenever, or however the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, that may be made by child, assigns, or me.

Further, I understand that these programs involve certain risks, including but not limited to, neck and spinal injuries injury to virtually all bones, joints, muscles, and internal organs, and that equipment provided for my child's protection may be inadequate to prevent serious injury. I am allowing my child to voluntarily participate in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, or personal injury. In addition, I understand I may not always be there and in the event of an emergency, I hereby give permission for my child to be given emergency first aid treatment and or to be examined and treated at the nearest medical facility.

I further agree to indemnify and hold harmless Town of Champlain/Villages of Rouses Point and Champlain and others listed for any and all claims arising as a result of my child's engaging in or receiving instruction in Town activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of New York and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in New York

**I affirm that I am of legal age, the child's legal guardian and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the Town of Champlain/Town of Mooers.**

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

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Signature of parent if Participant is under 18) **\*revised**

**6/7/2019**