

LIABILITY WAIVER FOR SHERMAN'S VOLUNTEERS

This document grants a release from all liability for the Town of Caroga (Town), property owner, and _____ (volunteer), regarding any activity in which I may engage at the property located at 114 East Shore Road, Town of Caroga, NY (hereinafter referred to as the Sherman's Amusement Park). _____ **Initials**

I hereby affirm that I have been well advised and thoroughly informed of the inherent hazards of cleaning up, maintaining, and/or making improvements to this site. The Town of Caroga shall be known as the Released Party (RP) in any activities at this site, and my participation in any cleanup and/or maintenance and/or improvement activity at this site will not result in the RP being held liable or responsible in any way for any injury, death or other damages to me or my family, heirs or assigns. _____ **Initials**

I acknowledge that any equipment and/or tools used in the cleanup and/or maintenance and/or improvement of the grounds and or structures of Sherman's Amusement Park will be supplied by me and not by the RP, and will be solely my responsibility. At no time have I been informed or assured that I would be provided with any supervision or specific and personal direction or instruction by the RP. _____ **Initials**

I acknowledge that the work I have volunteered to do is strenuous activity, that I will be physically exerting myself during this activity, and that, if I am injured in any way whatsoever, including, but not limited to, a heart attack, a panic attack, dehydration, hyperventilation, broken bones, concussion, cuts, bruising, sprains, sunburn or sun poisoning, etc. I will expressly assume the risk of said injuries, I will not hold the RP responsible for same, and I hereby release the RP from any and all liability associated therewith. _____ **Initials**

I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that if a portion hereof is held invalid, the remaining provisions of the Waiver shall continue in full force and effect. I further agree that all ancillary rights, including, but not limited to, publicity, television, photo, and replica rights, are exclusively the property of the Town of Caroga. _____ **Initials**

I HAVE READ THIS WAIVER OF LIABILITY/IMPLIED CONSENT FORM, AND I UNDERSTAND AND ACKNOWLEDGE THAT, BY SIGNING THIS DOCUMENT, I AM ACCEPTING THE TERMS CONTAINED HEREIN.

IN WITNESS WHEREOF, I have executed this Waiver on this ____ day of _____, 20_____.

Print volunteer's name

Signature of witness

Signature of volunteer

Signature of volunteer's legal guardian (required if volunteer is less than 18 years old)

