

## RELEASE AND WAIVER OF LIABILITY

The individual named below (the "Participant") desires to participate in hiking (the "Activity") sponsored by Rochester Women's Network, Inc.(RWN) of 1900 Empire Blvd, Webster, NY 14580, USA ( the "Activity Provider"). In consideration of being permitted by the Activity Provider to participate in the Activity and in recognition of the Activity Provider's reliance hereon, the Participant hereby agrees to all the terms and conditions set forth in this Release and Waiver of Liability.

### DETAILS OF ACTIVITY

THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT SHE IS AWARE AND UNDERSTANDS THAT:

1. THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS;
2. THE ACTIVITY WILL OCCUR AT LOCATIONS OWNED BY THIRD PARTIES AND THAT SUCH LOCATIONS MAY HAVE HAZARDS THAT MAY RESULT IN PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS TO THE PARTICIPANT;
3. THE ACTIVITY PROVIDER DOES NOT UNDERTAKE ANY OBLIGATION TO ENSURE THAT THE LOCATIONS WHERE THE ACTIVITY OCCURS WILL BE FREE FROM HAZARDS THAT MAY RESULT IN PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS TO THE PARTICIPANT;
4. ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE PARTICIPANT PROVIDER OR THE PARTICIPANT PROVIDER'S VOLUNTEERS.

**NOTWITHSTANDING THE RISK, THE PARTICIPANT PROVIDER ACKNOWLEDGES THAT SHE IS KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

### CONSIDERATION

Being of lawful age and in consideration of being permitted to participate in the Activity, the Participant releases and forever discharges the Activity Provider, the Activity Provider's officers, directors, members, volunteers, legal representatives, and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the Activity.

The Participant understands that the Participant would not be permitted to participate in the Activity unless the Participant signed this Waiver.

### CONCURRENT RELEASE

The Participant acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations that may be owed to the Participant by the Activity Provider, and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

### FITNESS TO PARTICIPATE

The Participant represents and warrants to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical examination and clearance.

### FULL AND FINAL SETTLEMENT

The Participant acknowledges and agrees with the Activity Provider that: (1) the Activity Provider has given the Participant sufficient time to carefully read this Release and Waiver, (2) the Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, (3) the Participant fully understands the risks and claims that the Participant is waiving to participate in the Activity, (4) the Participant is freely and voluntarily executing this Waiver, and (5) the Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.

GOVERNING LAW

This Waiver will be governed by and construed in accordance with the laws of the State of New York.

EMERGENCY CONTACT

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

PARTICIPANT

Print Name \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

IN WITNESS WHEREOF the Participant has duly affixed their signature:

\_\_\_\_\_ on this date: \_\_\_\_\_  
(Participant)