

Waiver of Liability & Hold Harmless

In consideration for participating in any activities, including but not limited to hiking and foraging for wild flora and fungi, in the privately owned and public woodlands and fields located in the Catskill and Upper Delaware Valley as well as other regions of New York State and beyond:

1. I, _____ (NAME OF PARTICIPANT), residing at _____ (“RELEASOR”), hereby **RELEASE, WAIVE, DISCHARGE AND AGREE TO HOLD HARMLESS** **Laura Silverman, individually, and The Outdoor Institute, Inc., its Owner(s), parent corporation, shareholders, officers, Board of Director(s), or Volunteers as well as the property owners and properties to be traversed, including, but not limited to** _____ (ADDRESS OF PROPERTY TO BE HIKED) (hereinafter referred to as “RELEASEES”), from any and all liability, claims, demands, actions, third party claims, and causes of action arising out of or related to any loss, damage, or mental and/or physical injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence or gross negligence of RELEASOR, or RELEASEES, or otherwise, while participating in activities outlined below.

2. I understand that participation in these activities is entirely voluntary and requires participants to follow instructions of the hike leader and abide by all applicable rules and the standards of conduct.

3. I am fully **AWARE OF THE RISKS AND HAZARDS** involved in hiking including, but not limited to, walking on uneven or rugged terrain that is not cleared of debris, branches, trees, logs, rocks, and the like; that hike leader and property owner have no duty to warn of any patent or latent defects or hazard of the land or landscape other than known hidden traps; foraging and/or consuming wild flora; drinking from a variety of water sources and the like; and all effects that doing so may pose risks to my health and safety and which may have effects upon me including, but not limited to, any negative interaction with wildlife or domesticated animals, illness, allergic reaction, physical exertion, or impairment to my ability to hike, walk, see, speak, feel, communicate, drive, or work.

4. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me or any loss or damage to property owned by me as a result of being engaged in such an activity, whether caused by the negligence of the releasees, myself or otherwise.

5. With appreciation of the dangers and risks associated with programs and activities including preparations for and transportation to and from the activity, on my own behalf and/or on behalf of any child of mine, I hereby fully and completely release and waive any and all claims for personal injury, death, or loss that may arise against the Outdoor Institute, Inc., the

property owners, the activity coordinators, and all employees, volunteers, related parties, or other organizations associated with any program or activity. In addition, I agree to indemnify the above referenced individuals and hold them harmless for all damages, including attorney's fees and cost, concerning any legal action associated with this event

6. By entering an event or activity on the premises I consent to being photographed and waive all rights to photographs taken by Laura Silverman, The Outdoor Institute, Inc., professional photographer, or personal photos by other participants.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed. No oral representations, statement or inducements, apart from the foregoing written agreement have been made; I am at least eighteen years of age (If minor, parent or person representing as lawful Guardian must sign), and I am fully competent. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York. I additionally understand that any legal action or arbitration effort initiated by me shall only be commenced in the County of Sullivan located in in the State of New York.

Signature of Releaser:

.....

Date:

.....