

**ASSUMPTION OF RISK AND WAIVER OF CLAIMS AGREEMENT**



In consideration for being permitted to participate in this CFPA program or event (the "activity") I, \_\_\_\_\_ (PRINT NAME) hereby agree to release, discharge and forever hold harmless Connecticut Forest & Park Association, Inc. (hereinafter "CFPA"), its officers, directors, employees, representatives, affiliates, agents, volunteers and all other persons or entities acting in any capacity on their behalf ("CFPA Parties"), on behalf of myself (the "Participant"), my estate, heirs, successors, assigns, survivors, executors, assignors, personal representatives and all other persons or entities acting in any capacity on my behalf ("Participant Parties") as follows:

I expressly agree, affirm and promise to accept and assume all of the risks associated with participating in the activity, and that my participation is purely voluntary and no one is forcing me to participate. I elect to participate in spite of, and while acknowledging the existence of, known and unknown risks.

Prior to participating in the activity, I warrant and represent to CFPA that I am able to participate in the activity competently and safely and promise to use due care, ordinary caution and common sense while participating in the activity. I agree to use my best judgment in engaging in the activity and to follow any safety instructions that have been provided to me. If I have a medical condition, I have consulted my physician regarding my participation in the activity. I am fully aware that I am engaging in this activity at my own risk and peril and am responsible for any injuries or damages that may occur to myself, the property or third parties while participating in the activity, including as a result of my own negligence and/or the negligence of others, including CFPA and the CFPA Parties.

I understand and acknowledge that the activity I am about to engage in bears known risks and unanticipated risks which could result in injury, death, disease, emotional distress or damage to myself, to property or to third parties. The following describes some, but not all of those risks: injury from the activity and equipment utilized; equipment failure and/or malfunction or misuse of my own or others' equipment and/or protective gear; variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, ramps, walkways, rails, stairs, other persons, and other natural and man-made hazards; my own negligence and/or the negligence of others, including CFPA and the CPFA Parties; exposure to the elements and temperature extremes; dangers associated with exposure to natural elements including, but not limited to, avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature and other weather conditions; accidents or illness occurring in remote places where there are no available medical facilities; and delays in medical treatment given location and terrain. I also acknowledge risk of injury as a result of the use of equipment, transportation of equipment related to the activity and traveling to and from activity sites.

I, the Participant, acting for myself and the Participant Parties, hereby voluntarily release, forever discharge and agree to hold harmless, defend and indemnify CFPA and the CFPA Parties from any and all liability, claims, demands, lawsuits, actions or rights of action which are related to or which may arise out of, or are in any way connected with my participation in the activity. Should CFPA or the CFPA Parties be required to incur attorneys' fees and costs to enforce this agreement or should CFPA be required to defend any claim, demand or lawsuit arising from my participation in this activity, I agree to indemnify, defend and reimburse CFPA for such fees and costs.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY, I, ACTING FOR MYSELF AND THE PARTICIPANT PARTIES WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST CFPA OR THE CFPA PARTIES.

My signature below indicates that I have had sufficient opportunity to read this entire document, that I have read it, that I understand it affects my legal rights and that I agree to be bound by its terms in their entirety. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall remain in full force and effect. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

I HAVE READ THIS ASSUMPTION OF RISK AGREEMENT AND WAIVER OF CLAIMS AND FULLY UNDERSTAND ITS TERMS, AND I SIGN IT FREELY AND VOLUNTARILY.

S/ \_\_\_\_\_  
Signature of Adult Participant                      Name of Adult Participant (*Print*)                      Date

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify that I, as Parent, Guardian or Temporary Guardian with legal responsibility for this participant, do consent and agree to all representations herein on behalf of this participant and their estate, heirs, successors, assigns, survivors, executors, assignors, personal representatives and all other persons or entities acting in any capacity on their behalf.

S/ \_\_\_\_\_  
Signature of Adult Participant                      Name of Adult Participant (*Print*)                      Date

\_\_\_\_\_  
Name of Minor (*Print*)