

READ CAREFULLY - WAIVER AND RELEASE OF LIABILITY

In consideration of DYKEN POND ENVIRONMENTAL EDUCATION CENTER, THE FRIENDS OF DYKEN POND, the RENSSELAER LAND TRUST and the RENSSELAER PLATEAU ALLIANCE, furnishing services and/or equipment to enable me to participate in Wildlife Tracking Programs, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of DYKEN POND ENVIRONMENTAL EDUCATION CENTER, AND THE FRIENDS OF DYKEN POND, the RENSSELAER LAND TRUST and the RENSSELAER PLATEAU ALLIANCE equipment and my participation in Wildlife Tracking Programs, activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of DYKEN POND CENTER AND THE FRIENDS OF DYKEN POND, the RENSSELAER LAND TRUST and the RENSSELAER PLATEAU ALLIANCE the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, and water level, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of DYKEN POND CENTER AND THE FRIENDS OF DYKEN POND, the RENSSELAER LAND TRUST and the RENSSELAER PLATEAU ALLIANCE or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify DYKEN POND CENTER AND THE FRIENDS OF DYKEN POND, the RENSSELAER LAND TRUST and the RENSSELAER PLATEAU ALLIANCE and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of DYKEN POND CENTER AND THE FRIENDS OF DYKEN POND, the RENSSELAER LAND TRUST and the RENSSELAER PLATEAU ALLIANCE equipment or my participation in Wildlife Tracking Programs activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of DYKEN POND CENTER AND THE FRIENDS OF DYKEN POND CENTER, the RENSSELAER LAND TRUST and the RENSSELAER PLATEAU ALLIANCE

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING THE BOTTOM OF THIS WAIVER I AGREE... IT IS MY INTENTION TO EXCEPT AND RELIEVE DYKEN POND CENTER AND THE FRIENDS OF DYKEN POND, the RENSSELAER LAND TRUST and the RENSSELAER PLATEAU ALLIANCE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Name

ADDRESS & EMAIL– PLEASE PRINT LEGIBLY

signature
