

RELEASE AND WAIVER OF LIABILITY

1. I, _____, (the "Releasor") request to enter upon property owned by the Western New York Land Conservancy for the purpose of performing volunteer activities for the Western New York Land Conservancy (hereinafter the "Activities").
2. The Western New York Land Conservancy owns or has an interest in a portion of the Premises.
3. In consideration of being allowed to enter the Premises, and engage and participate in the Activities, the Releasor, and his/her respective successors, assigns, heirs, executors, and administrators, hereby waive, release, and forever discharge the Western New York Land Conservancy, and its officers, agents, employees, successors and assigns (hereinafter, the "Releasees") from any and all responsibility or liability for injuries, death, or other damages to the Releasor resulting from, or arising out of, the Activities. Further, the Releasor, and his/her successors, assigns, heirs, executors, and administrators, hereby waive, release, and forever discharge the Releasees, and their respective successors and assigns from any responsibility or liability for damages to others who may make a derivative claim for injuries, death, or other damages to the Releasor resulting from, or arising out of, the Activities.
4. In further consideration of being allowed to enter the Premises and engage and participate in the Activities, the Releasor agrees, to the fullest extent permitted by law, that the Releasor shall defend, indemnify, and hold harmless the Releasees, from and against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees, by reason of the liability imposed by law or otherwise upon the Releasees, for damages because of bodily injuries, including death, at any time resulting therefrom sustained by any person or persons, including the Releasor, or on account of damages to property, including loss of use thereof, arising out of or resulting from performance of the Activities, or from any acts or omissions on the part of the Releasor. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this agreement. To the extent the indemnity obligations under this agreement are made void or otherwise impaired by any law controlling construction thereof, such obligations shall be deemed to conform to the indemnity permitted by such law.
5. This Release and Waiver of Liability expressly releases and forever discharges the Releasees from any injuries, death, or other damages to the Releasor resulting from, or arising out of, the Activities, even if caused in part or in whole by the negligence of the Releasees, or any other act or omission of the Releasees.
6. The Releasor agrees that his/her participation in the Activities is voluntary.
7. The Releasor understands and is aware that his/her participation in the Activities is potentially hazardous. The Releasor also understands that the Activities involve a risk of injury and even death, and that they are voluntarily participating in those Activities with full knowledge of the potential harm involved. The Releasor hereby expressly agrees to assume and accept any and all risks of such injury or death.

8. The Releasor represents and warrants that he/she has carefully read this Release and Waiver of Liability and has voluntarily signed this Release and Waiver of Liability.
9. If any part of this Release and Waiver of Liability should be deemed invalid, illegal, or unenforceable for any reason, the Releasor agrees that all other parts of it should be given full force and effect, and that the document shall be reformed as necessary to give full force and effect to the Releasor's release and discharge of Releasees in connection with the Activities.
10. The Releasor agrees that this document may not be modified, revoked, or changed in any way, except by a writing signed by the Releasor and the Releasees.

Media Release (Please select an option):

___ (Initials) I grant the Western New York Land Conservancy permission to take photographs and video recordings of me and to display, publish or otherwise use any photographs, video recording, or any other media associated with the stewardship activities, including any media which contains my image or likeness, for the Land Conservancy's mission. I also consent to the use of my name in connection with such images. I release, indemnify and hold harmless the Land Conservancy and its officers, directors, agents and employees from any and all claims which may result at any time by reason of the use of my image and name, including, without limitation, claims of privacy. My heirs, executors, administrators and assigns shall be bound by this consent and release.

___ (Initials) I opt out of having photos and video recordings of me used or published by the Western New York Land Conservancy.

IN WITNESS WHEREOF, the undersigned has signed this Release and Waiver of Liability on this ____ day of _____ 2025.

Signature

Print Name