



Winter Jam 2020

Participant Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of 1) the services of the City of New York (“CITY”), acting by and through the New York City Department of Parks & Recreation (“PARKS”), their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf; the New York State Olympic Regional Development Authority (“ORDA”); Ski Areas of New York, Inc.; New York Department of Economic Development - I Love NY; Gore Mountain; Belleayre; Recreational Equipment, Inc. (“REI”); Mohawk Industrial Werks, LLC; Agri-Mark, Inc. dba Cabot Creamery Cooperative; CLIF Bar & Company; Chameleon Cold Brew; New York Public Library ; Petro Heating Services; Lifeway Foods Inc.; all other Winter Jam exhibitors, including their respective parents, affiliates and related companies; and each of their respective owners, officers, shareholders, directors, employees and agents (altogether referred to as the “SPONSORS”) at Winter Jam 2020 (“Event”) on February 1, 2020 at Central Park in the Borough of Manhattan, New York; and 2) allowing me to participate in any and all recreational activities (the “Activities”) at the Event in which the CITY, PARKS, and SPONSORS (collectively the “Released Parties”) are in any way involved, I, on behalf of myself, my spouse, my children, my parents, my guardians, my heirs, next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns hereby agree to and make the following contractual representation pursuant to this Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement (the “Agreement”):

1. I hereby represent that (i) I am (check one) at least eighteen (18) years of age OR my parent or legal guardian permits me to participate at the Event by signing below; (ii) I have no medical or physical conditions, which could interfere with my safe participation in the Activities; and (iii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities and that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear costs of such injury or damage myself, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

2: I acknowledge that participation in any and all Activities at the Event, including, but not limited to, Learn to Ski, Sledding, Snowshoeing, Dodgeball, Flag Football, Curling, and Bowling, entails known and unanticipated risks, which could result in physical or emotional injury, which include, without limitation, paralysis, death, or damage to myself, to property or to third parties; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the “Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of other participating in the Activities, or the acts, inactions, or negligence of the Released Parties. I understand that such Risks cannot be eliminated without jeopardizing the essential qualities of the activity. I hereby elect to participate in the Activities in spite of the Risks and expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses, which I incur because of my participation in the Activities. In an effort to minimize those Risks I agree to abide by all rules and regulations established for Activities in which I participate. I also accept sole responsibility for my own conduct and actions while participating in these Activities and agree to follow all instructions and wear all the required equipment provided by the staff at the Event.

THE RISKS INCLUDE, BUT ARE NOT LIMITED TO:

- I. Nature of the Activities.
- II. Latent or apparent defects or conditions in equipment supplied by PARKS and SPONSORS, or other persons or entity.
- III. Use of property by myself, others or equipment supplied by PARKS and SPONSORS, or other persons or entity.
- IV. Acts of other participants in the Activities, employees or agents of PARKS and SPONSORS.
- V. Conditions of PARKS and SPONSORS facility and surrounding grounds or terrain and accidents connected with their use.
- VI. First aid emergency treatment or other services.

3: I expressly agree and promise to accept and assume all risks existing in the Activities. My participation in the Activities is purely voluntary and I elect to participate in spite of the risks.

4: I hereby voluntarily release, forever discharge, and further agree to indemnify and hold harmless the Released Parties, from any and all claims, demands or causes of action which are in any way connected with my participation in the Activities, or my use of the Released Parties’ equipment or facilities, including any such claims which allege negligent acts or omissions of the Released Parties, except if such claims, demands, or causes of action arise out of gross negligence or willful misconduct of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as a result of such a claim.

5: I expressly agree that should the CITY, SPONSORS and/or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this Agreement I shall indemnify and hold them harmless of all such fees and costs.



NYC Parks

6: Further, I hereby grant full permission for the Released Parties to record any or all of my participation in the Event for photos, motion pictures, radio, television, recording, videotapes, and other media, and to use them in any manner for publicity, promotions, advertising, trade, or commercial purposes, without any reimbursement of any kind due to me, or the need to pay me any fee. I agree that such material shall continue to be the property of the Released Parties and that I shall not have any right of review, prior notification or approval regarding its use.

7: I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, agree to be bound by its terms, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND UNDERSTAND THIS ENTIRE PARTICIPANT AGREEMENT. I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant: _____ **Print Name:** _____

Address: _____

Phone: _____ **Date:** _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Parent or Legal Guardian of participants, under the age of 18, must complete this section)

As the parent or legal guardian to the minor (s) identified below, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor (s) in connection with the minor's participation in the Activities and use of any equipment and facilities. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against the Released Parties, I will indemnify, defend and hold harmless the Released Parties from any such Liability which any may be incurred as the result of such claim.

MINOR PARTICIPANT(S) (PRINT FIRST & LAST NAME, AGE & DATE OF BIRTH)

1) _____ ; Age: _____ DOB: ____/____/____

2) _____ ; Age: _____ DOB: ____/____/____

3) _____ ; Age: _____ DOB: ____/____/____

Print Parent/Legal Guardian First & Last Name: _____

Photo ID furnished, type and ID Number: _____

Parent or Guardian Signature: _____ **Date:** _____