



**Friends United of WNY**  
P.O. Box 1154  
West Seneca, NY  
14224

t: 716.421.9974  
email: friendsunited192@gmail.com  
Facebook: friendsunited21



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## Liability Releases and Waivers

### General Release

I, (printed name) \_\_\_\_\_, hereinafter referred to as the 'Participant', desire to engage in and participate in any and all services and programs, hereinafter collectively referred to as 'Participant Activities', offered by Friends United of WNY, hereinafter referred to as 'FUN@WNY'. I acknowledge and agree that signing the following six-point Release and Waiver of Liability, hereinafter referred to as the 'Release', releases FUN@WNY and each of its directors, sponsors, agents, assigns, affiliates, volunteers and successors as set forth herein as of the signature date below.

#### **I. Inherent Risks**

- a. The Nature of Participant Activities is such that certain risks are involved. These risks may include, but are not limited to in any way, the following:
  - i. Physical interactions with disabled individuals and special needs individuals.
  - ii. Culinary Class - Interaction with cooking equipment and associated handheld paraphernalia, cutting instruments of various types, electric- and gas-powered stand-alone appliances, and food products which may or may not have been in contact with gluten, nuts, or other allergens.

#### **II. Assumption of Risk**

- a. The Participant understands that any form of engagement with and in Participant Activities may involve certain risks which include, but are not limited to, those Inherent Risks outlined in Section I. All engagement with and in Participant Activities is completely voluntarily and the Participant acknowledges any potential dangers involved and accepts all potential risks of participation, including those risks that are not specifically listed herein. The Participant hereby expressly assumes risk of injury or harm from Participant Activities.

#### **III. Release**

- a. In return for being allowed by FUN@WNY to engage with and in Participant Activities, the Participant hereby releases, forever discharges and hold harmless FUN@WNY from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which may arise or may hereafter arise between, in connection with, or related to the Participant and the engagement of the Participant with Participant Activities or engagement with FUN@WNY (collectively, the 'Claims'). The Participant agrees and acknowledges that this Release shall pertain to all Claims made by the Participant or any agents operating on the behalf of the Participant, including, but not limited to, any family, estates, heirs, assigns, executors, affiliates, administrators, guardians, or trustees that are in any way associated with the Participant. The Participant understands and acknowledges that this Release discharges FUN@WNY from any liability, Claims, or responsibility that the Participant may wish to pursue against FUN@WNY including, but not limited to, bodily injury, personal injury, illness, death, property damage, first-aid or



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other medical services rendered in connection with an emergency that may result from, arise, or occur while the Participant engages with and in any Participant Activities at, on, or about any FUN@WNY authorized facility.

**IV. Indemnification**

- a. The Participant shall indemnify, defend, and hold harmless FUN@WNY and each of its directors, sponsors, agents, assigns, affiliates, volunteers and successors from and against any and all expenses and costs (including reasonable attorney’s fees and court costs) or liabilities (including amounts paid in settlement) incurred by them in connection with any Claims, dispute, controversy, or litigation arising out of or resulting from any engagement by the Participant with Participant Activities.

**V. Scope of this Release and Legal Recourse**

- a. The Participant understands that this Releasee is intended to be as broad and inclusive as is permitted by the laws of the State of New York and agree that if any portion of this Release is invalid, the remainder with continue in full legal force and effect. This Release shall be subject to and governed, interpreted, and enforced in accordance with the laws of the State of New York. The Participant agrees, on behalf of the Participant and any agents acting on behalf of the Participant, that the sole jurisdiction and venue for any litigation arising from or relating to this Release shall be located in Erie County, State of New York.

**VI. Signatory Acknowledgements**

- a. The Participant represents, that, to the best of their knowledge, that the Participant is in good health and suffers no physical impairment that would currently or hereafter prevent engagement with or in Participant Activities.
- b. The Participant understands that this document is a contract which grants certain rights to and eliminates the liability of FUN@WNY.
- c. By signing below, the Participant expresses understanding and intent to enter into this release willingly and voluntarily after having read and understood this 2-page, six-point Release.

**Signatory** (Signature of Participant or of Parent/Legal Guardian if Participant is under 18)

Date (mm/dd/yyyy): \_\_\_ / \_\_\_ / \_\_\_\_\_

Name (printed): \_\_\_\_\_

Name (signed): \_\_\_\_\_



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Media Release

I, (printed name) \_\_\_\_\_ [Releasor], hereinafter referred to as ‘I’, agrees and consents to the following seven-point agreement (‘Media Release’) as of the signature date below:

- I. I acknowledge that the Releasee considered below is Friends United of WNY, hereinafter referred to as ‘FUN@WNY’, and that the term ‘Media’ includes, but is not limited to, any photograph, video, or other digital media.
- II. I consent and authorize FUN@WNY to use my likeness in any Media, taken or to be taken at or during any event in which FUN@WNY is a host or participant in any capacity. I further authorize the use of my first name and last initial as an official descriptor on any Media.
- III. I irrevocably authorize FUN@WNY to copy, alter, edit, enhance, crop or otherwise alter any Media for use in any and all of its publications, including print or web-based publications under the direct control of FUN@WNY or through any designated publishers or publications that are approved by the board of directors of FUN@WNY. I also waive any rights for approval or inspection of Media prior to or post publication.
- IV. I understand the all Media is the property of FUN@WNY and there is no guarantee that any Media shall at any point be returned to me.
- V. I acknowledge that I am not entitled to any compensation or royalties with respect to the use of the Media at any point from the signing of this form into the future.
- VI. I agree to release and forever discharge FUN@WNY and its affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them, in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature or kind, known or unknown, which I, and anyone claiming on behalf on me, may have or claim to have against FUN@WNY in connection with this Media Release.
- VII. I have carefully read and fully understand all the provisions of this one-page, seven-point Media Release and am freely, knowingly, and voluntarily signing.

**Signatory** (Signature of Participant or Parent/Legal Guardian if legally required)

Date (mm/dd/yyyy): \_\_\_ / \_\_\_ / \_\_\_\_\_

Name (signed): \_\_\_\_\_