



RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

To enter **Mercy Mountain located at 4812 Cook Rd, Lafayette, NY, 13084**, a copy of this waiver must be completed and signed for every patron. Before signing, however, please read the waiver in full and be certain that you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities:

I, _____, hereby affirm and acknowledge that I fully understand the hazards and risks associated with the many outdoor and other recreational activities in which I am (or minor child) about to engage at Mercy Mountain. The inherent risks and hazards include but are not limited to:

- 1) Injuries sustained from any and all outdoor activities, such as running, jumping, hiking, biking, climbing, camping, cooking, engaging in sporting events such as basketball, volleyball and more.
- 2) Injuries sustained from objects that are either natural or man-made, such as rocks, cliffs, trees and campfires, or from misjudging trails or other terrain that induces slipping, falling, colliding or otherwise.
- 3) Injuries and illnesses sustained from swimming, diving, scuba diving, cliff jumping, impacting the water, and/or water entering bodily orifices. Take note that the Falls Creek trail, Rattle Snake Gulf, Blue Hole, and other hazards are off limits and clearly marked. Any entrance into the closed and marked areas is unlawful and violators will be prosecuted. Mercy Mountain, LLC. Has no responsibility where one has clearly ignored the signs and violated the policy.
- 4) Injuries from hypothermia, heat stroke, dehydration, etc. from exposure to the elements, such as rain, cold, excessive heat or the weather in general.
- 5) Physical and monetary injuries sustained due to my own personal negligence and/or the negligence of others, crowds, altercations with other patrons, the excessive use of alcohol, the prohibited use of illegal drugs, and the like.
- 6) Injuries or illnesses sustained from either plants or animals, such as poison ivy, poison oak, poison sumac, aggressive or biting pets, service animals, wildlife, or exposure to any plants, animals or livestock such as horses, chickens, cows, pigs, etc. present within the camp in general.
- 7) Accidents, injuries or illnesses occurring in remote locations where no immediate medical attention is available.

I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, drowning and death.

Release of Liability, Waiver of Claims and Indemnity Agreement:

In making it possible to participate in many of the above-described activities and more, I both agree and acknowledge that:

- 1) I hereby release and hold harmless with respect to any and all illness, injury, disability, death, or loss or damage to person or property—whether caused by negligence or otherwise—the following named persons or entities, herein referred to as Releasees: Mercy Mountain LLC, Team Adventure LLC, and Dustin and Andrea Bestul.
- 2) I hereby release the Releasees, their officers, directors, managers,



employees, representatives, agents, volunteers, and other vessels from any and all liability and responsibility and for any claims that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with regard to any illness, injury, disability, death, or loss or damage to my own personal property that can ensue from engagement in the full body of activities as stated above and otherwise. 3) By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releasees other than that set forth in this agreement.

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 still be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND NOT ONLY DO I FULLY UNDERSTAND ITS TERMS BUT I UNDERSTAND THAT I HEREBY RELEASE ALL LIABILITY AND THEREIN RELINQUISH LEGAL RIGHTS BY SIGNING IT. I ALSO SIGN IT FREELY AND VOLUNTARILY UNDER MY OWN FREE WILL WITHOUT ANY INDUCEMENT, COERCION OR OTHERWISE.

Print Full Name	
Sign	
Date	

For Parents and Legal Guardians: This is to certify that, as the parent or legal guardian with full legal responsibility for this attendee, I understand that said minor is not to wander throughout Mercy Mountain unattended but is to be accompanied by his or her parent(s) or legal guardian(s) at all times. I therefore consent and agree not only to his or her release of all Releasees but also to release and indemnify the Releasees from any and all liabilities incident to his or her involvement in these activities for myself, my heirs, assigns, and next of kin.

Print Full Name of Child(ren)	
Sign	
Date	