

HOLD HARMLESS AND RELEASE

(this "Release")

1. In consideration for receiving permission to participate in the Gates Keystone Club Police Pipes and Drums (hereafter, the "Band"), the undersigned adult for himself/herself or as the guardian of a minor child for whom the undersigned is responsible, does hereby unconditionally and forever RELEASE, HOLD HARMLESS, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Gates Keystone Club, Inc., the Band, the Town of Gates Police Department, the Town of Gates and/or their respective employers, officers, insurers, board members, agents, servants, volunteers, employees or other Band participants (hereafter collectively referred to as "RELEASEES") from any and all liability, claims, demands, suits and causes of action, related to any loss, damage to real or personal property, or personal injury, including death and/or disability, whether partial, total, temporary or permanent, that may be sustained by the undersigned, or the minor child for whom the undersigned is responsible, HOWEVER AND WHEREVER CAUSED OR ARISING, including but not limited to, THE NEGLIGENT ACTS, OMISSIONS AND/OR MISCONDUCT OF THE RELEASEES, DIRECTLY OR INDIRECTLY, or otherwise.

2. The undersigned is fully aware of the risks involved and hazards associated with participating with the Band including but not limited to travel, prolonged exposure to extreme cold or extreme heat or other adverse weather conditions, marching or walking for extended periods, sometimes over uneven roads or terrain, standing in place for extended periods and attending events where alcohol may be served. The undersigned hereby elects to voluntarily participate or allow the minor child for whom the undersigned is responsible, to participate with the Band with full knowledge and understanding that Band activities may be hazardous to themselves or said child and their property. Notwithstanding such knowledge and understanding, the undersigned does hereby VOLUNTARILY ASSUME FULL RESPONSIBILITY for any and all damage to real or personal property, or personal injury, including death and/or disability, whether partial, total, temporary or permanent, that may be sustained by the undersigned, or the minor child for whom the undersigned is responsible, as a result of participation with the Band, HOWEVER AND WHEREVER CAUSED OR ARISING, including but not limited to, THE NEGLIGENT ACTS, OMISSIONS AND/OR MISCONDUCT OF THE RELEASEES, DIRECTLY OR INDIRECTLY, or otherwise.

3. The undersigned hereby agrees to forever indemnify, defend and hold harmless the RELEASEES from any loss, liability, damage or costs, including but not limited to medical expenses, funeral expenses, court costs and attorney fees, that they may incur due to participation with the Band, HOWEVER AND WHEREVER CAUSED OR ARISING, including but not limited to, THE NEGLIGENT ACTS, OMISSIONS AND/OR MISCONDUCT OF THE RELEASEES, DIRECTLY OR INDIRECTLY, or otherwise.

4. It is the express desire and intent of the undersigned, that this Release and the terms contained herein shall be binding on the estate, family, spouse, parents and guardians, and the heirs, assigns and personal representatives of the undersigned or the minor child for whom the undersigned is responsible, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the RELEASEES. The undersigned does hereby further agree that this RELEASE shall be construed in accordance with the laws of the State of New York.

Gates Keystone Club Police Pipes & Drums – Membership Application

5. IN SIGNING THIS RELEASE, THE UNDERSIGNED DOES HEREBY ACKNOWLEDGE AND REPRESENT THAT he/she has read the foregoing, understands it and executes it voluntarily as a free act and deed; that no oral representations, statements, or inducements, apart from the foregoing have been made.

The undersigned participant hereby executes this Release fully intending to be bound by same, as of the date given below.

Participant/Guardian Printed Name

Participant/Guardian Signature Date

Child's Printed Name (if applicable) Date