

KISSING BRIDGE ALL SEASONS RESORT, INC
RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND WAIVER OF CLAIMS

The individual named below (referred to as "I" or "me") desires to be on premises or participate in certain activities or events (the "Activity") and/or affiliated with Kissing Bridge All Seasons Resort ("KB"). I hereby agree to all the terms and conditions set forth in this agreement and consent (this "Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITY MAY BE DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF KB OR OTHERWISE.

I acknowledge that the Activity may involve pushing my physical and mental limits. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of other participants, equipment, vehicular traffic, lack of hydration, and other actions. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I certify that I am physically fit, have sufficient expertise and have prepared or trained for participation in this Activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Activity at issue.

I hereby expressly waive and release any and all claims, now known or hereafter known, against KB, and its officers, directors, employees, agents, affiliates, members, successors, and assigns (collectively, "Releasees"), on account of injury, death, property damage, or any other harm, arising out of or attributable to the Activities, whether arising out of the negligence of KB or any Releasees or otherwise. I covenant not to make or bring any such claim against KB or any other Releasee, and forever release and discharge KB and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless KB and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

This Agreement shall remain in perpetuity for all future Activities unless and until explicitly revoked in a signed agreement that is presented to and witnessed by a KB representative (and signed by the representative).

I understand while participating in this Activity, I may be photographed or videotaped. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity KB.

This Agreement constitutes the sole and entire agreement of the KB and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of KB and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. All matters arising out of or relating to this Agreement shall brought in the jurisdiction of those courts residing in Erie County, state of New York.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE KB AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, MEMBERS, SUCCESSORS, AND ASSIGNS.

Signed: _____

Printed Name: _____

Date: _____