

WAIVER AND RELEASE FORM

Name (Full Name): _____

Check here if Participant is under age 18: _____

Parent or Legal Guardian (required if is under age 18): _____

Personal Information of Participant:

Email Address: _____

Address: _____

Phone: _____

Date of Birth: _____

Personal Information of Parent or legal Guardian (required if Participant under age 18):

Email Address: _____

Address: _____

Phone: _____

Emergency Contact of Participant

Name: _____

Relationship to Participant: _____

Phone Number: _____

**PARTICIPANTS MUST COMPLETE, SIGN, AND RETURN THE
WAIVER AND RELEASE FORM AND PUBLICITY RELEASE TO FANTASTIC FRIENDS
OF WNY, INC.**

**PARENT/LEGAL GUARDIAN SIGNATURE IS REQUIRED
IF PARTICIPANT IS UNDER AGE 18**

WAIVER, CONSENT, AND RELEASE OF LIABILITY

This Release and Waiver of Liability (the "Release") executed on _____ (date) by _____ (the "Participant") (hereafter referred to using "I", "me", or "my") releases Fantastic Friends of WNY, Inc., a New York Not-For-Profit corporation, and each of its directors, officers, employees, sub-contractors, sponsors, agents, successors, assigns and affiliates (the "Nonprofit") as set forth herein. I desire to engage in and participate in the services and programs offered by the Nonprofit (the "Participant Activities").

1. Nature of Participant Activities. I understand that participation in the Participant Activities involves certain risks. I am voluntarily participating in the Participant Activities with knowledge of the danger involved and I agree to accept all risks of participation.

2. Waiver and Release. In return for being allowed to participate in Nonprofit's Participant Activities, the undersigned Participant or Parent/Legal Guardian of Participant if Participant is under age 18 hereby releases, forever discharges and hold harmless Nonprofit 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 in connection with or related to the Participant Activities or other services or programs offered by the Nonprofit either on or about the Nonprofit's premises or otherwise (collectively, the "Claims"). I agree and acknowledge that this Release shall pertain to all Claims made by me, my family, estate, heirs, assigns, executors, administrators, guardians or trustees. I understand and acknowledge that this Release discharges Nonprofit from any liability or Claim that I may have against Nonprofit including, but not limited to, bodily injury, personal injury, illness, death, or property damage that may result from participating or engaging in Participant Activities or occurring while I am on or about the Nonprofit premises. I understand and agree that Nonprofit is not responsible for any injury or property damage arising out of the Participant Activities, even if caused by their ordinary negligence or otherwise.

3. Indemnification. I agree to indemnify and hold harmless Nonprofit for all claims arising out of my participation in the Participant Activities.

4. Medical Treatment. I hereby release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my participation in the Participant Activities with Nonprofit.

5. Assumption of Risk. I understand that the Participant Activities may include activities that may be hazardous to me including, but not limited to, physical contact with special needs individuals which may cause harm or injury to me, interaction, use, or otherwise, with kitchen equipment and appliances, including, but not limited to, gas or electric stoves, fryers, ovens, knives or other cutlery, each of which I hereby expressly assume risk of injury or harm from these activities and release Nonprofit from all liability.

6. Miscellaneous.

(a) I understand that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York and agree that if any portion of this Release is invalid, the remainder will 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. I agree, on behalf of myself, and any

person claiming by or through me, 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.

(b) I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Participant Activities.

(c) I also understand that this document is a contract which grants certain rights to and eliminates the liability of Nonprofit.

(d) By signing below, I express my understanding and intent to enter into this Release willingly and voluntarily. I have carefully read and understand this Waiver, Consent, and Release of Liability and by my signature below, consent to the release of background check report to Nonprofit.

(Signature of Participant)

Date

I am of legal age and am freely signing this Release. I have read this form and understand that by signing this Release, I am giving up legal rights and remedies.

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

Date

I am the parent or legal guardian of the Participant. I am of legal age and am freely signing this Release. I have read this Release and understand that by signing this form, I am giving up legal rights and remedies.

In return for being allowed to participate in Fantastic Friends of WNY, Inc. Participant Activities and all related activities, including any activities incidental to such participation (“Participant Activities”), the undersigned Participant or Parent/Legal Guardian of Participant if Participant is under the age of 18 (hereafter referred to using “I”, “me”, or “my”) hereby grants to Nonprofit, and each of its subsidiaries, affiliates, agents, advertising or promotional agencies, and partners, and all such entities’ officers, directors, agents, employees, respective successors and assigns (collectively, “ Authorized Parties”), the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of my name, address, voice, film, photograph and/or likeness, caricature, and personal information, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Participant Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting or publicizing products and services throughout the universe, in perpetuity, in any and all media now known or hereafter devised (including without limitation on the Internet), without compensation. I hereby grant and convey to the Authorized Parties all right, title and interests in and to any and all photographs, images, video, audio recordings, my likeness, or voice made by Nonprofit in connection with my providing Participant services to Nonprofit. I further agree that anything derived there from will be owned solely by the Authorized Parties. I shall not authorize the use of any print, digital, electronic, negative or other copy thereof by anyone other than the Authorized Parties.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state of New York and agree that if any portion of this Agreement is invalid, the remainder will 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. I agree, on behalf of myself, and any person claiming by or through me, 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.

(Signature of Participant)

Date

I am of legal age and am freely signing this Release. I have read this form and understand that by signing this form, I am giving up legal rights and remedies.

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

Date

I am the parent or legal guardian of the Participant. I am of legal age and am freely signing this Release. I have read this Release and understand that by signing this Release, I am giving up legal rights and remedies.