



Pool Waiver And Release Of Liability

IN CONSIDERATION OF the risk of injury that exists while participating in swimming (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity with no lifeguard and being given the right to participate in same;

IN CONSIDERATION OF children under the age of 18, must be accompanied by an adult to participate in said Activity.

I HEREBY, for myself, my heirs, executor, administrators, assigns, or person representative (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is (under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and herby waive any and all right, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Fiboo LLC dba Mountain Meadows, located at, 13500 Parker Road, Holland, NY 14080, their affiliates, managers, members, agents, attorneys, staff, volunteers, heir, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJRIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for error, omissions, acts or failure to act of any party or entity conducting a specific event or activity on behalf or Releases. In the event that I should require medical care or treatment, I authorize Fiboo LLC dba Mountain Meadows, to provide all emergency medical are deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Fiboo LLC dba Mountain Meadows official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, I EXPRESSIVELY AGREE TO RELEASE AND DICHARGE FIBOO LLC DBA MOUNTAIN MEADOWS AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST FIBOO LLC DBA MOUNTAIN MEADOWS FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit release for ordinary negligence, this release is also for such negligence on the part of Fiboo LLC dba Mountain Meadow, its agents and employees.

I agree that this Release shall be governed for all purposed by New York State law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the even that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willfully actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OR MY PARTICIPATION IN THE ACTIVITY DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

SIGNATURE

DATE

NAME PRINTED

CAMPSITE #



Release of Liability and Indemnification Agreement (For Pet/Animal Owners)

I acknowledge that I voluntarily have brought a dog or other animal (collectively, "animal(s)") onto Mountain Meadows property. I agree to pick up after my animal(s) and dispose of all waste in appropriate containers.

I agree to maintain control of the animal(s) by an adequate leash at all times while on Mountain Meadows property. The length of the leash must be no longer than that which is reasonably necessary to prevent the animal from chasing, attacking or coming into uninvited contact with any person, animal or vehicle.

I understand that being physically present on Mountain Meadows property with my animal(s) necessarily involves risks of injury to me, to other people, to my animal(s), and to other animals, as well as risks of harm to the personal property of others. I understand all of these risks are entirely my responsibility. I expressly and voluntarily assume all such risks, loss, damages, or injury that may be sustained to person, animals, or property in connection with or relating in any way to my presence on Mountain Meadow property with my animal(s).

By signing this release of liability, I hereby fully and forever release and discharge Mountain Meadows, its affiliates, agents, volunteers, officers, directors, employees, successors and assigns from any claims, demands, damages, rights of action or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my presence on Mountain Meadows property with my animals(s). I fully and forever release and discharge Mountain Meadows, its affiliates, agents, volunteers, officers, directors, employees, successors and assigns from any and all negligent acts and omissions in connection with or in any way relating to my presence on Mountain Meadows propter with my animals(s).

By signing this agreement, I also agree to indemnify and hold harmless Mountain Meadows, its affiliates, agents, volunteers, officers, directors, employees, successors and assigns (the "Indemnified Parties") from any claims, demands, damages, costs including attorney's fees, rights of action or causes of action present or future, whether the same be known or unknown, anticipated or unanticipated, whether grounded in tort, contract, strict liability or otherwise, brought against any or all of the Indemnified Parties as a result of my presence on Mountain Meadows property with my animal(s).

I have carefully read this release of liability and understand and fully agree with its contents.

This is a release of liability. Do not sign if you do not understand or do not agree with its terms.

Any owner/handler entering the property must sign this form. EFFECT FOR THE DURATION OR MY PARTICIPATION IN THE ACTIVITY DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

OWNER'S/HANDLER'S SIGNATURE

DATE

OWNER'S/HANDLER'S NAME PRINTED

CAMPSITE #

Animal Registration Form

ANIMAL NAME			(CHECK ONE) <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	
ANIMAL'S BREED/DESCRIPTION				
OWNER'S NAME				
ADDRESS				
CITY	STATE	ZIP	PHONE NUMBER	
EMAIL				CAMP SITE #