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Park Commission

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ENVIRONMENTAL

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SOMERSET COUNTY PARK COMMISSION RELEASE, WAIVER, AND PARTICIPATION AGREEMENT FOR MAPLE SUGARING PROGRAMS (Minors/Dependents)

- 1. Assumption of Risk As the parent or guardian of the below named minor(s), dependent(s) or person(s) for whom I am the legal guardian, I assume full responsibility for the decision for my child(ren)/dependent(s) to participate in Maple Sugaring programs of the Somerset County Park Commission. I acknowledge that participation by my dependent(s) in the activities listed above may entail known and unanticipated risks, which could result in physical injury, death or property damage. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. These risks may also occur as a result of my dependents' own actions, inactions or negligence, as well as actions, inactions or negligence of others, weather conditions, condition of equipment, condition of the facilities and grounds, natural disaster, national disaster, and any first aid emergency treatment which may be administered. There may also be other risks that are not foreseeable at this time.
- 2. Release As part of the consideration for my child(ren)/dependent(s) participating in the activity identified above, I release, discharge, and hold harmless the Somerset County Park Commission, the County of Somerset, any director, officer, employee, or any person acting in any capacity on their behalf (hereinafter collectively referred to as "SCPC") from all demands, causes of action, suits contracts, agreements, obligations, covenants, defenses, costs, liabilities and judgments, whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, which I might have against the SCPC, arising from my child(ren)/dependents' participation in the Maple Sugaring programs.
- 3. Waiver and Indemnification I hereby waive all claims and demands against the SCPC for any loss, damage, injury (including death) or claim of any kind arising from, related to or caused by my dependents' participation in the maple sugaring programs and agree to indemnify, defend, and hold harmless the SCPC from all loss, liability, damages, costs, and expenses (including actual attorney's fees) arising from or related to same.
- 4. Photography/Video In permitting my dependent(s) to participate, I understand that my dependents' photograph/video may appear in publicity or brochures marketing SCPC programs and facilities. I understand that there are no rights granted to me or my dependent(s) to inspect or approve photographs/video prior to publication.
- 5. <u>Term</u> I have read this Agreement and agree to be bound by its terms. This Agreement shall be effective for all Maple Sugaring programs in which my dependent(s) participates throughout the entire <u>2023</u> calendar year. I freely execute this document.

DATE:					

NAME of PARENT/GUARDIAN	GUARDIAN CONTACT (e-mail or phone)	PARENT/GUARDIAN SIGNATURE		

Print the names of all MINORS/DEPENDENTS in the spaces below.

1.	3.	5.
2.	4.	6.