**Waiver**:  In consideration of permission to use the facilities, staff, equipment, and services of The Jewish Community Federation of the Mohawk Valley, staff and services, I
\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **do hereby release, waive, discharge, and covenant not to sue** The Jewish Community Federation of the Mohawk Valley, and any of its trustees, directors, officers, employees and agents from any and all claims **including the negligence of The Jewish Community Federation of the Mohawk Valley** resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of the facilities, premises, or equipment at The Jewish Community Federation of the Mohawk Valley Campus.

**Assumption of the Risk**:  This use of The Jewish Community Federation of the Mohawk Valley property, facilities, staff, equipment and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents, or illnesses (including death), and damage to property

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent** in the activities made possible by The Jewish Community Federation of the Mohawk Valley.  **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.  I also affirm that** I have **adequate medical or health insurance** to cover any medical assistance I may require and that I am in good health and have no physical or other impediment which would endanger me while on The Jewish Community Federation of the Mohawk Valley campus.

**Indemnification and Hold Harmless**:  I further agree to **indemnify and hold** The Jewish Community Federation of the Mohawk Valley**harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my use of their equipment, and to reimburse them for any such expenses incurred.

**Severability and Choice of Law**:  The undersigned further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by New York Law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.  I further agree that this Release shall be governed for all purposes by New York Law, without regard to such law on choice of law.

**Acknowledgement and Understanding**:  I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, **and understand that I am giving up substantial rights**, **including my right to sue**.  I acknowledge that I am signing this agreement freely and voluntarily and **intend my signature to be a complete and unconditional release of all liability.**

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Signature of User Date              Print Name