



WAIVER AND RELEASE OF LIABILITY AND PHOTO RELEASE FORM

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE OF LIABILITY AND AN INCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WILL BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL.

Monroe County (the “**County**”) owns, operates, rents, leases, and/or otherwise licenses real property, personal property, and/or equipment located at Seneca Park Zoo that it periodically makes available for educational tours and experiences (generally herein, “**County Property**”). In consideration for the use of County Property, I, _____ (“**Participant**”), freely, voluntarily, and without duress execute this Waiver and Release under the following terms:

1. The Participant agrees to adhere to all safety rules and policies of Seneca Park Zoo and follow the instructions of any Zoo staff while on an educational tour and/or experience at Seneca Park Zoo. If Participant fails to abide by any such rules, policies, and/or instructions, the Participant may be removed from the educational tour and/or experience and shall not be issued a refund.
2. The Participant does hereby release and forever discharge and hold the County, its officers, directors, employees, contractors, and agents harmless from any and all liability, claims, and demands, either in law or in equity, which arise or may hereafter arise from Participant’s use of County Property. The Participant understands that this Waiver and Release discharges the County from any liability or claim that the Participant may have against the County with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant’s use of County Property, whether caused by the Participant or by the negligence of the County or its officers, directors, employees, contractors, agents, or otherwise.
3. The Participant understands that the County, by granting access to County Property to the Participant, does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness to the Participant.
4. Participant affirms that its use of County Property is purely voluntary. The Participant hereby expressly and specifically assumes the risk of injury or harm in the use of County Property and releases the County from any and all liability for injury, illness, death, or property damage resulting from Participant’s use of County Property.
5. The Participant does hereby release and forever discharge the County from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the educational tours and/or experiences.
6. The Participant expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of New York. The Participant agrees that in the event that any clause or provision of this Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this

[Signature Block on Reverse Side]

Waiver and Release which shall continue to be enforceable.

CHECK HERE if Monroe County may use your image in promotional materials:

- I hereby give permission for myself and any minor child(ren) within my group to be photographed and/or videotaped by Monroe County or its representatives. I understand and agree that the photographs and/or videotapes containing the image and/or voice of myself and any minor child(ren) within my group may be used in the production of instructional and/or promotional materials, and that such materials may be distributed or broadcasted to the public and/or displayed publicly without compensation therefor.

I am an adult, aged 18 or over, and voluntarily participating in the educational tour and/or experience. I have read this Waiver and Release of Liability thoroughly and fully understand it, agree to its terms, and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release of Liability.

Signature

Print Name

Mailing Address

Telephone Number

Date

Minor Participation. I certify that I am the Parent/Guardian of the below-named Participant, who is under 18 years of age and is voluntarily participating in the educational tour and/or experience. I have read this Waiver and Release of Liability thoroughly and fully understand it, agree to its terms, and enter into it on behalf of myself and the Participant, Participant's heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release of Liability.

Parent or Guardian's Signature

Parent or Guardian's Name

Mailing Address

Telephone Number

Date

Participant's Name