

WAIVER OF RIGHT TO SUE
READ CAREFULLY BEFORE SIGNING

Location of Contest: _____

Date of Contest: _____

First, I acknowledge that anyone participating in a sporting event, such as orienteering, consents to those injury causing events which are known, apparent, or reasonably foreseeable (Turcotte v. Fell, 68 NY 2d 432, 510 NYS 2d 49 [1986]). During an orienteering contest, the contestant must find flags hidden in the woods with all its hazards; moreover, other people, animals and vehicles may be using the park simultaneously. Second, I acknowledge that the owner, lessee, or occupant of the premises owes no duty to keep the premises safe for hiking (of which orienteering is a subdivision) or to give warning of hazardous conditions or activities (General Obligations Law #9-103). Third, I acknowledge that the Long Island Orienteering Club is not an operator of the public park where this contest is being held and that the entry fee for the contest is not a fee for using this public facility (General Obligations Law #5-326). Fourth, I recognize that a prerequisite for staging an orienteering contest is that the people staging the contest be protected from claims for negligence, including claims by third parties for indemnity or contribution, and from the costs of litigation.

Therefore, in consideration of the Long Island Orienteering Club's allowing me to participate in this contest, I waive any rights or claims for wrongful death, personal injury, or damage to property that I may acquire as a result of this contest, whether from negligence or otherwise. This waiver shall release from liability the Long Island Orienteering Club and its officers, members, and agents, other participants in the contest, the State of New York, the County of Nassau, the County of Suffolk, any governmental subdivision or department, private landowners, lessees, and any other person using or occupying the land where the contest is held. In other words, I shall have no cause of action against anyone for negligence. Moreover, my distributes, heirs, and assigns shall have no such cause of action. Finally, I attest that I am fit, able, and qualified to participate in this contest and that a licensed medical doctor has verified my physical condition.

CONTESTANT'S SIGNATURE: _____ DATE: _____

CONTESTANT'S NAME (PRINT): _____

CONTESTANT'S ADDRESS (PRINT): _____

PARENT'S EXECUTION OF WAIVER FOR MINOR

As the parent or guardian of the minor listed above, I hereby execute this waiver of liability on his behalf. I recognize that the Long Island Orienteering Club must rely on the representation of an adult that he is the parent or guardian of a particular child. Therefore, I certify that I am the parent or guardian of the minor named in this waiver and that I possess the legal authority to waive liability on his behalf. In consideration of the Long Island Orienteering Club's accepting my authority and allowing the minor to compete, I agree to indemnify the club and any person listed in the waiver in case my authority should prove insufficient. The indemnity shall include the payment of all damages awarded as a result of this failure or authority and all concomitant attorney's fees including fees in an action against me.

SIGNATURE OF PARENT OR GUARDIAN _____ DATE _____

NAME OF PARENT OR GUARDIAN (PRINT) _____

RELATIONSHIP (PRINT) _____

ADDRESS OF PARENT OR GUARDIAN (PRINT) _____