

**WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

**FRIENDS OF HEMPSTEAD PLAINS AT NASSAU COMMUNITY COLLEGE**  
**USE OF NASSAU COUNTY OWNED FRANCIS T PURCELL PRESERVE**

In consideration of receiving permission from Friends of Hempstead Plains at Nassau Community College and Nassau County, owner of Francis T. Purcell Preserve, to enter and use the site for a Clean-up on April 6, 2018, the undersigned participant agrees, on behalf of himself/herself and/or as the parent/lawful guardian or agent for each of the participants listed on the Waiver of Liability and Indemnification Agreement (hereinafter "Waiver"), as follows:

1. To indemnify and Hold Harmless Friends of Hempstead Plains at Nassau Community College, and Nassau County and any of their directors, officers, agents, employees, to the fullest extent permitted under the laws of New York State, from and against any and all claims, damages, liabilities, losses, costs or expenses, including reasonable attorneys' fees to which Friends of Hempstead Plains or Nassau County may become subject to or liable for as a result of or arising out of directly or indirectly any action or conduct of any of the persons listed on the Waiver, from any acts, or failures to act by the undersigned participant, or any of his/her participant clients, employees or servants while on the Premise, or from acts or failure to act of individuals invited by any of them onto the Premise or from any breach of contract by participant.
  
2. To release, waive against and discharge Friends of Hempstead Plains at Nassau Community College, and Nassau County, to the fullest extent permitted under the laws of the State of New York, from any claims, losses, obligations, costs and expenses arising from or due to personal injury or property damages of any kind or description to the participant or property of the Undersigned or the participant listed herein while the Undersigned is on the Premise. The Undersigned agrees that all risks of loss, injury, damage or destruction to persons or property, brought onto the Premise by or at the direction of the undersigned participant, or his client participants, employees, or servants whether or not listed in this Agreement, arising from, due to, caused by, resulting from, or in anyway, directly or indirectly, related to any cause, including but not limited to accident, theft, fire or otherwise, are assumed in full by the undersigned participant.

The undersigned hereby represents and warrants that he/she is duly authorized and empowered to enter into this waiver agreement, for himself/herself as participant, or as agent on behalf of the participants listed in this agreement.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_  
(If participant is a minor (under 18), Signature of guardian/parent)

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Capacity or Status (e.g. participant, agent, lawful guardian/parent, etc.)