# Mayfield Central School District Facility Use Waiver

Acknowledgment, Assumption of Risk, and Release of Liability

By signing this Facility Use Waiver (the "Waiver"), I, the undersigned, acknowledge and agree to the following terms and conditions as a condition of my use of the facilities owned and operated by the Mayfield Central School District ("the District"), including but not limited to the walking track, gymnasium, and any other areas designated for public use ("Facilities").

### 1. Assumption of Risk:

I understand and acknowledge that my use of the Facilities involves inherent risks, including but not limited to the risk of personal injury, illness, disability, and/or property damage. I voluntarily assume full responsibility for any risks of loss, damage, or injury that may be sustained by me or any minors under my supervision while using the Facilities.

### 2. Release and Waiver of Liability:

To the fullest extent permitted by New York State law, I hereby release, waive, discharge, and covenant not to sue the District, its Board of Education, officers, employees, agents, and representatives from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, or injury that may be sustained while using the Facilities.

#### 3. Indemnification:

I agree to indemnify and hold harmless the District from and against any and all claims, liabilities, damages, expenses, and costs (including attorney's fees) arising from my use of the Facilities or any violation of this Waiver.

### 4. Compliance with Rules and Regulations:

I agree to comply with all applicable federal, state, and local laws, as well as the rules and policies established by the District regarding the use of the Facilities. I understand that failure to comply may result in revocation of my privileges to use the Facilities.

#### 5. Medical Treatment:

I consent to receive medical treatment in the event of an emergency while using the Facilities and understand that I am responsible for any medical costs incurred.

# 6. Use of Facilities by Minors:

If signing on behalf of a minor, I certify that I am the parent or legal guardian of the minor and that I assume all risks and liability on their behalf.

# 7. Severability:

If any provision of this Waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### 8. Governing Law:

Participant Name:

This Waiver shall be governed by and construed in accordance with the laws of the State of New York.

\*\*I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I AM AWARE THAT BY SIGNING THIS DOCUMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.\*\*

	-
Signature:	
Date:	-
For official use only:	
Authorized District Representative:	
Date Received:	