New York State Department of Environmental Conservation
New York State Federation of Lake Associations, Inc.
Citizens Statewide Lake Assessment Program

2027 Release of All Claims

The person signing below, hereinafter referred to as "Volunteer," hereby understands and acknowledges that:

1. Volunteer has agreed to sample a body of water located in the State of New York as designated by the New York State Department of Environmental Conservation (hereinafter "Department"), pursuant to Department's Citizens Statewide Lake Assessment Program (hereinafter "Program"), and to participate in other Program Activities in accordance with the CSLAP Sampling Protocol.

2. Volunteer is not an employee or agent of either the State of New York, or of the Department, nor of the New York State Federation of Lake Associations, Inc. ("NYSFOLA") while performing Program activities.

3. Volunteer is responsible for providing transportation to and from the sampling location(s), and is responsible for providing boats, motors, trailers and associated equipment necessary to perform this sampling and other Program activities.

4. Volunteer understands and assumes that during the course of sampling he/she may encounter hazards from the presence of other individuals using the body of water (boaters, water skiers, fishers, swimmers, etc.), from the presence of chemical solutions or other hazardous substances, or from natural occurrences.

5. Volunteer represents he/she is at least 18 years of age, and that any person with him/her while participating in the Program will also be 18 or older. Volunteer understands that any individuals who may accompany him/her while participating in the Program, including but not limited to sampling, or while traveling to and from the sampling location(s), have no connection with the State of New York, the Department or the Program or NYSFOLA unless such persons are Department employees acting within the scope of his/her official duties, or with respect to NYSFOLA, designated agents of the NYSFOLA Board of Directors. Volunteer agrees to be responsible for the actions of any persons accompanying him/her while participating in the Program.

6. Volunteer acknowledges that trespassing on private property is strictly prohibited, and shall not so trespass.

7. Volunteer agrees to defend and indemnify the State of New York in the event that a third party sues the State for injuries caused by the Volunteer or any accompanying person. Volunteer agrees to adhere to all applicable boating and boating safety laws.

Volunteer agrees to defend and indemnify NYSFOLA, its Board of Directors and all contractors and subcontractors in the event a third party sues NYSFOLA for injuries caused by the Volunteer or any accompanying person.

2027 RELEASE OF ALL CLAIMS CITIZENS STATEWIDE LAKE ASSESSMENT PROGRAM

I, the below named Volunteer, being of sound mind and body, acting of my own free will, having read and understanding fully this document, and in consideration of being accepted as a Volunteer and other good and valuable consideration, do hereby waive any and all claims against the State of New York, the Department and/or NYSFOLA and/or any agent or employee of the State or the Department, acting lawfully and within the scope of his/her official duties arising during the course of my participation in the Program, and any agent or employee of NYSFOLA in connection with the Program. This includes, but is not limited to (1) claims by Volunteer, his/her estate, executor, administrator, heirs and assigns for wrongful death, personal injury or property damage arising during the course of sampling, or while traveling to and from the sampling location(s) and (2) claims for fines and other civil or criminal penalties or damages imposed upon Volunteer by a court of law, and (3) any claims arising in any way from Volunteer's past, present and future participation in the Program.

Lake Name(s) _____ County _____

Signature of
Volunteer_____
(Must be an original signature. No font signatures, please.)

Volunteer First/Last Names (Please print legibly.)

_____

Volunteer's Permanent Mailing Address

Street _____

_____ _____
City, State, Zip

_____

Date:_____ _____

Volunteer Telephone number_____

Volunteer E-Mail _____