

**Liability Release**

**THIS IS A RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

**READ AND UNDERSTAND BEFORE AGREEING**

**Disclosure**

The Participant named below desires to participate in Programs or activities (the "Program") that involve risk held by or at AutismUp. The Program session takes place from 1/1/2026 – 12/31/2026, or as may be extended or modified by AutismUp. The Program may be located at the Golisano Autism Center or other locations, with in person and/or virtual participation. The term "Participant", "you" or "your" refer to the actual Participant in the Program activities as well as the Participant's parent/guardian, as the context requires.

The Program staff are trained in facilitating the Program activities with the required safety precautions. The Program involves a variety of activities, which may include rigorous physical activities and the use of equipment, such as, but not limited to a trampoline and foam pit. The level of participation is completely up to the individual's choice throughout the Program. However, there is risk that must be assumed by each Participant.

You acknowledge that you are voluntarily participating in the Program with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of injury or death, whether caused by the negligence of the Released Party or otherwise.

**Release of Liability**

For and in consideration of being allowed to participate in the Program, the undersigned agrees as follows:

1. To hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against AutismUp, and its respective officers, directors, trustees, employees, volunteers, agents, affiliates, successors, and assigns (collectively, the "Releasees" or "Released Party"), and release the Releasees from any and all liabilities, claims, demands, actions, causes of actions, costs and expenses of any nature whatsoever which the undersigned may have arising out of any loss, damage or injury that may be sustained by the undersigned, or to any property belonging to the undersigned, arising in connection with the Program, including, but not limited to, relating to the Coronavirus (COVID-19), whether caused by the negligence, including the sole negligence, of the Releasees or otherwise, including without limitation the Releasees' cancellation, postponement or modification of the Program.
2. To defend, indemnify, and hold harmless AutismUp and all Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, court costs, and other costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Releasees, arising out or resulting from any claim related to the undersigned's participation in the Program.
3. That this agreement is binding on the undersigned, the members of his / her family and spouse (if any), his / her estate, heirs, administrators, successors, assigns and personal representatives. This release inures to the benefit of the Released Party and their respective estates, heirs, administrators, successors, assignees and personal representatives. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Monroe County and the undersigned hereby consents to the exclusive jurisdiction of such courts.

### **Emergency Medical Treatment**

The Participants grant the Releasees permission to authorize emergency medical treatment for the Participant, as they deem appropriate, during the Program. The Participants agree that the Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Should a Participant require medical attention at any time during the Program, the Program staff shall promptly report the situation to the parent/guardian or emergency contact person indicated on the required Emergency and Medical Information form for instruction. If such person cannot be reached, or if it is an emergency situation, the parent/guardian or emergency contact person hereby gives permission for emergency care to be obtained at his/her expense.

You warrant that you maintain medical insurance that covers the Participant for accidents and illnesses while participating in the Program activities. The Participant assumes full responsibility for payment of medical expenses not covered by this insurance incurred as a result of the Participant's involvement in the Program activities.

### **Health Information Acknowledgment**

The Participant is responsible for documenting and disclosing any relevant health-related information that may affect his / her participation in the Program. The Participant understands that failure to provide accurate and complete information may increase the risk of injury, illness, or other adverse effects. By signing this release form, the Participant agrees to hold the Releasees harmless for any harm resulting from the Participant's failure to disclose such information.

### **Food Allergen Disclaimer and Waiver of Liability**

The Participant acknowledges that food and beverages provided by the Releasees may contain, or may have come into contact with, common allergens, including but not limited to peanuts, tree nuts, dairy, eggs, soy, wheat, shellfish, and other potential allergens. The Participant is responsible to communicate any specific dietary restrictions or allergies to the Releasees in advance. By signing this release form, the Participant agrees to assume all risks associated with the consumption of food and beverages provided and hereby releases the Releasees from any liability for allergic reactions or other adverse effects that may occur as a result.

By signing, I acknowledge that I have read and understood all of this agreement and that I am voluntarily surrendering valuable legal rights, including but not limited to my right to sue the released parties. I had the opportunity to consult with an attorney about any questions I may have. The releases of liability provided in this document are intended to be as broad as legally possible.

<b>I have read and agree:</b>	<input type="checkbox"/> <b>YES</b>	<input type="checkbox"/> <b>NO</b>
<b>Participant Name:</b>		
<b>Signor's Relationship to Participant:</b>		
<input type="checkbox"/> <b>Parent/guardian</b>	<input type="checkbox"/> <b>Self</b>	<input type="checkbox"/> <b>Department of Social Services</b>
<b>Signature:</b>	<b>Date:</b>	