

**1**SCHEDULE “A”  
**INDEMNIFICATION AND RELEASE FROM LIABILITY**

**Location of Event:** NINE MILE ISLAND, Town of Pendleton, New York

**Organizer:** EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER [hereinafter referred to as “FOUR SEASONS”], a New York corporation, having its principal offices and place of Business at 1639 North French Road, Getzville, New York 14068

**Activity Date:** Operating a Youth Camp from July 1, 2024 through August 26, 2024

In consideration of participating in Summer Youth Camp Activities for the year 2024 an activity which will be conducted on Nine Mile Island, Town of Pendleton, New York during the summer of 2024, sponsored by EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER

and in consideration of the Town of Pendleton allowing EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER to conduct such an event,

and in further consideration of the Town of Pendleton allowing individual children the opportunity to participate in said Youth Camp event on the property commonly known as NINE MILE ISLAND in the Town of Pendleton, New York,

the undersigned **Organizer and each individual youth participants**, hereby release the Town of Pendleton, along with their agents, officers, employees, members and any and all subordinate or affiliated organizations or persons sponsoring, hosting or associated with such activities, and any and all persons owning and controlling the real and personal property used or involved in such activities, of and from any liability, claims, damages, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned, or to any property of the undersigned, while in or upon these premises owned and/or leased by the Town of Pendleton.

The undersigned, **Organizer and each individual youth participants**, being duly aware of the risks and hazards inherent in such Youth Camp activities, upon entering said premises and/or in participating in any Youth Camp activities held at NINE MILE ISLAND, hereby voluntarily elects to enter upon said premises and/or in participating in such Youth Camp activity, knowing the present condition and intended use of said premises and knowing that said condition and/or use may become more hazardous and dangerous during the time that the undersigned is upon the premises. The undersigned hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the undersigned, or to any property of the undersigned while in, or upon said premises and holds harmless the Town of Pendleton from all risks of loss, damage or injury, including death, that may be sustained upon said property when involved in such activities.

This release shall be binding upon the distributees, heirs, next-of-kin, executors and administrators of the undersigned.

In signing the foregoing release, the undersigned hereby acknowledges and represents that he/she has read the said release, understands it, and signs it voluntarily and that he/she is over the age of majority and not a minor, and is of sound mind.

















