

**Chautauqua Backroad Adventures, LLC
Assumption of Risk and Liability Release Form**

I, _____, acknowledge that I have voluntarily registered for the **Chautauqua Backroad Adventures, LLC** tour entitled

_____, which is scheduled to take place on the following dates: _____.

I am prepared to, and by signing below agree to, assume the risks associated with this tour including (but not limited to), local transportation including land vehicles and boats. I assume the risks associated with illness, disease, physical exertion, and alcohol consumption. By signing this Agreement, I agree to take full responsibility, at all times, for my own actions, safety and welfare. I understand that I will be a member of a group and will conduct myself in a way that will not endanger the group or myself.

I, _____, hereby release and discharge **Chautauqua Backroad Adventures, LLC** and its agents and employees from and against any and all liability arising from my participation in the tour referred to above. I agree this release will be legally binding upon myself, my heirs, successors, assigns and legal representatives; it is my intention to fully assume all risk of travel and to release **Chautauqua Backroad Adventures, LLC** from all liabilities to the maximum extent permitted by law. I intend that this Agreement shall apply to all claims, regardless of whether founded, in whole or in part, on any negligent act or omission of any of the released parties.

I, _____, agree the venue for resolving any controversy or claim arising out of or relating to this Agreement or the performance of it, including, without limitation, any claim relating to bodily injury, property damage or death, shall be Jamestown, New York, U.S.A. I agree any such controversy or claim will be governed by New York law. I agree to make a good faith effort to mediate any such controversy or claim (in the same venue) prior to initiating any litigation. I recognize that mediation is a necessary prerequisite to a lawsuit. The parties to the mediation will split the cost of the mediator. If they cannot efficiently agree upon the identity of the mediator, each will select a person skilled in mediation, at each party's own expense, and those two individuals will select a neutral third party, who will act as the sole mediator. I recognize and agree that in the event of litigation arising out of or relating to this Agreement or my performance thereunder, the prevailing party will be entitled to recover its reasonably expended attorney's fees and all other related expenses. I acknowledge that my agreements and promises regarding mediation and litigation do not waive or modify the releases stated above in this Agreement.

Signature of Registrant

date

Chautauqua Backroad Adventures, LLC, 301 Park St., Jamestown, NY 14701