

**PARTICIPATION AGREEMENT  
RELEASE AND LIABILITY WAIVER**

In consideration for participating the Snow Plow Rodeo to be held on May 1, 2019 ("Rodeo") at Buffalo Niagara International Airport ("Airport") and using certain snow plow equipment (Equipment") owned by the Niagara Frontier Transportation Authority ("NFTA"), the owner and operator of the Airport, which NFTA Equipment is being loaned to the Northeast Chapter of the American Association of Airport Executives ("NEC/AAAE") for the purpose of NEC/AAAE's conduct of the Rodeo, I on behalf of myself and my employer, \_\_\_\_\_ ("Employer") agree as follows:

I represent that I am fully familiar with the Equipment that I will operate in the Rodeo and have been trained by my employer in the safe and proper operation of the Equipment and that I possess a valid CDL Operators License with a minimum A and/or B endorsement and have a minimum of four years of experience in winter season airfield snow removal operations. I further represent that I have inspected the Equipment for unsafe conditions and have participated in a safety and course briefing conducted by NEC/AAAE prior to my participation in the Rodeo.

I acknowledge and understand that my participation in the Rodeo entails known and reasonably foreseeable risk, which are inherent in the nature of the activity and could result in physical injury. I am aware and understand the risks associated with participation in the Rodeo. I expressly agree and promise to accept and assume all of the risks existing in my participation in the Rodeo. If I am injured, I acknowledge that I may require medical assistance, which I acknowledge will be at my own expense or the expense of my employer or my personal insurance. I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT THE NFTA WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AM INJURED UNLESS SUCH INJURY WAS CAUSED BY THE SOLE GROSS NEGLIGENCE OF THE NFTA. In consideration of my participation in the Rodeo, I behalf of myself and my Employer do hereby voluntarily agree to hold harmless, release and discharge the NFTA of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated due to NFTA's ordinary negligence. I, for myself and on behalf of my Employer further voluntarily agree that, except in the event of NFTA's gross negligence and willful and wanton misconduct, I shall not bring any claims, demand, legal actions and causes of action, against NFTA for any economic and non-economic losses due to bodily injury, death, property damage sustained by me that are in any way associated the conduct of the Rodeo with the Equipment on the Airport.

I certify that I am physically able to participate in the Rodeo and have the express written permission of my Employer to participate in the Rodeo and further certify that I am willing to assume the risk of any medical or physical condition that I may have. I acknowledge that I have read the rules established by NEC/AAAE governing my participation in the Rodeo at the Airport. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I further grant the NFTA and/or NEC/AAAE the right, without reservation or limitation, to photograph, videotape, and/or record me and to use my name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the Rodeo, I may be found by a court of law to have waived my right and my Employer's right maintain a lawsuit against the NFTA on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I understand this Agreement and I voluntarily agree to be bound by its terms.

Participant Name (print): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date : \_\_\_\_\_