

Release From Liability and Indemnification Agreement

IN CONSIDERATION of being permitted to visit the actual burial plot, or proximate area thereof, of my family member located on Hart Island:

I understand Hart Island is under the control of New York City Department of Correction, and that visiting Hart Island is risky. The burial plots are in an area that is not maintained for public access or visits. To access the burial plots may require walking for extended periods over rough ground. There may be mud, ice, weeds, or other conditions that may cause a slip or fall, resulting in scrapes, bruises, broken bones, or other serious injury. Other dangerous and potentially concealed conditions may also exist, including, but not limited to, exposure to dangerous chemicals, wild animals, collapsed building structures, spikes or pipes in the ground, or large or small holes, some or all of which may not be readily visible.

I enter and remain on the premises and property of New York City Department of Correction at my own risk. New York City Department of Correction will not be responsible for any loss, damage, or physical or psychological injury arising from any cause other than the intentional infliction of injury by Departmental personnel. Other than under such circumstance, I will not hold the New York City Department of Correction, the City of New York and its servants and agents liable. I hereby release and discharge the New York City Department of Correction, the City of New York and its servants and agents to the extent permitted by law from all claims which I now or at any time have in connection with my visit to a burial plot on Hart Island. The decision to visit an actual burial plot on Hart Island is my own, and has been made after full disclosure of all risks.

I hereby agree TO RELEASE, WAIVE, and PROMISE not to sue NEW YORK CITY, the DEPARTMENT OF CORRECTION, OR THEIR EMPLOYEES OR OFFICERS (the "Releasees") for all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for all loss or damage, and any claim or demands therefor, on account of injury to the person or property or resulting in death of the undersigned, whether caused by the acts, omissions or negligence of Releasees or otherwise while the undersigned is visiting Hart Island for the purpose of visiting an actual burial plot.

I hereby agree TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to visit of the undersigned to an actual burial plot on Hart Island, and whether caused by the negligence of the Releasees or otherwise.

Name:

Date:

WITNESSED BY: _____