

## **Participant Agreement, Release and Assumption of Risk**

In consideration of the services of High Peaks, William Grossman Jr. & Properties their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HP"), I hereby agree to release, indemnify, and discharge HP, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that outdoor adventure-based activities such as hiking, camping, rock and ice climbing, canoeing, cross country skiing and snowshoeing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include among other things: Slipping and falling; falling objects; water hazards and accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; and improper lifting or carrying.

Furthermore, HP employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might mal-function.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HP from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of HP's equipment or facilities, including any such claims which allege negligent acts or omissions of HP.

4. Should HP or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against HP, I agree to do so solely in the State of New York, and I further agree that the substantive law of New York shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HP on the basis of any claim from what I have released them herein.

I have had sufficient opportunity to read this document. I have read and understand it, and agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_ Print

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian's Additional Indemnification (must be completed for participants under the age of 18)

In consideration of

\_\_\_\_\_  
(print minors name) "Minor" being permitted by HP to participate in activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HP from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print

name: \_\_\_\_\_ Date: \_\_\_\_\_

### **Pertinent Medical Information**

1. Have you ever been diagnosed with any of the following Medical Conditions? If yes please circle all that apply.

1. Asthma 2. Severe Allergies 3. Diabetes 4. Heart Disease 5. Seizures

2. If you answered yes to any above please provide any additional pertinent information below.

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3. Are you taking any medication that we should be aware of in case of an emergency? (insulin, Epi-Pen etc.)

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4. Do you have any other medical conditions or physical limitations that may interfere with your participation in this activity?