

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS &  
INDEMNIFICATION AGREEMENT**

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

**Release and Waiver of Claims; Assumption of Risk; Indemnification Agreement**

In consideration of being allowed to use the facilities and participate in Mountaineering, Rock Climbing (indoor and outdoor), Ice Climbing, Hiking and other activities (termed “Activities”) provided by **Adirondack Rock and River Guide Service, Inc.** (termed the “Corporation”) and **Edward M. Palen** (termed the “Host”), the participant and the participant’s parent(s) or legal guardian(s) (if the participant is a minor), do hereby agree to the fullest extent permitted by law, as follows:

1. **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the participant’s participation in the Activities or the use of any Equipment provided by the Host, including while receiving instruction and/or training; and to hold harmless **Adirondack Rock and River Guide Service, Inc. and Edward M. Palen**.
2. **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent acts** or conduct of the Host or any sub-contractors or employees of the Corporation. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injuries and/or death.
3. **TO RELEASE** the Host as well as sub-contractors and employees of the Corporation from all liability for any loss, damage, injury, death, or expense that the participant (or his/her next of kin) may suffer arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent acts** or conduct of the Host or Corporate sub-contractors/employees, to the fullest extent permitted by law. However nothing in this Agreement shall be construed as a release for conduct that is found to constitute **gross negligence** or **intentional conduct**, and;
4. **TO INDEMNIFY** the Host as well as Corporate sub-contractors and employees from all liability for any loss, damage, injury, death or expense that the participant (or his/her next of kin) may suffer arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

**Personal Responsibility**

The Participant and his/her parent(s) or legal guardian(s) certify that the Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that the Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that the Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any hazards or conditions which they believe jeopardizes the Participant's safety or that of others, the Participant and his/her parent(s) or legal guardian(s) will remove the Participant from participating in the Activities and immediately bring said hazard or condition to the attention of the Host.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Participant's Name (please print) \_\_\_\_\_

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian's Name (Please Print) \_\_\_\_\_

Parent/Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_