## Northeast Mountain Guiding

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

In consideration of the services of Northeast Mountain Guiding, 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 "NMG"), I hereby agree to release, indemnify and discharge NMG on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in a guided mountaineering, kayaking or backpacking trip 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:** the hazards of walking on uneven terrain and slips and falls; being struck by rockfall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes and avalanche; the risk of falling off the rock, mountain or into a crevasses; the risks of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity.

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

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 NMG 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 NMG's equipment or facilities, **including any such claims which allege negligent acts or omissions of NMG.**
4. Should NMG 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 that 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 NMG, I agree to do so solely in the state of New Jersey, and I further agree that the insubstantive law of the state 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 portions 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 NMG on the basis of any claim from which I have released them herein.**

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

_____ _____

Signature of participant Print name:

Address:_____

Address City State Zip

Phone: (____) _____-_____ Date:_____

## Parent's or Guardian's Additional Indemnification

**(Must be completed for participants under the age of 18)**

In consideration of_____(print minor's name) ("Minor") being permitted by Northeast Mountain Guiding to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Northeast Mountain Guiding 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.

_____ _____

Signature of parent or guardian Print name:

_____

Today's Date