



## **PARTICIPANT AGREEMENT**

**(Including assumption of risks and agreements of release and indemnity)**

Participant's Name: \_\_\_\_\_

READ THIS AGREEMENT CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS IN THE EVENT OF AN INJURY OR OTHER LOSS. IT MUST BE SIGNED BY ALL PARTICIPANTS FOURTEEN YEARS OF AGE AND OLDER AND BY A PARENT OR GUARDIAN OF A MINOR PARTICIPANT (UNDER 18 YEAR OF AGE). THE TERMS 'PARTICIPANT(S),' 'PARTICIPATING' OR 'PARTICIPATION' AS USED HEREIN REFER NOT ONLY TO THOSE PERSONS ENGAGING IN ACTIVITIES BUT ALSO TO THOSE PERSONS WHO ARE ONLY OBSERVING SAID ACTIVITIES.

In consideration of *ALPINE ENDEAVORS, LLC* allowing me or my child to participate in its program, I, an adult participant or parent or guardian of a minor participant (for myself and, to the maximum extent allowed by law, on behalf of the child) acknowledge and agree as follows:

1. Activities and Risks: I understand and acknowledge that the program in which I am participating consists of a variety of activities including, but not limited to rock, ice, and alpine climbing; mountaineering and ski mountaineering; hiking, backpacking, cross country skiing, snowshoeing, fishing, and camping; canyoneering, mountain biking, caving and, on occasions, canoeing to reach an activity site. These and related activities expose participants to the unpredictable forces of nature, falling and unstable rock, ice and timber; the hazards of moving across uneven terrain and open water, and climbing at significant heights; and injuries and illnesses associated with camping, including burns, cuts and more serious incidents among other potential risks and hazards associated with the program's activities. Participants will be relying on their individual skills and those of other participants and staff. In these environments, engaged in these activities, participants and staff may make mistakes, and equipment may fail. Participants may be driven to activity sites by staff members or other participants. The activities of the program and related transportation are dangerous and expose participants to the risk of serious injury, including but not limited to illness, permanent paralysis and death. The activities are in remote places and I understand that help and/or rescue would likely be delayed in the event of an injury and this delay in rescue and/or medical care could exacerbate an injury. These risks and possible losses are inherent in the activities of the program – that is, they cannot be eliminated without significantly altering the nature of the activities. I understand that participants must follow instructions, including those provided in orientations and safety briefings, and not unreasonably expose themselves or others to danger. If a participant observes an unusual hazard or danger he or she must immediately withdraw from the hazard and further participation and bring the condition to the attention of *ALPINE ENDEAVORS, LLC* staff.

2. Assumption of Risks: I, an adult participant, willingly and with full knowledge of the potential for illness, injury or other loss, hereby accept and assume the risks of participating in the program, inherent and otherwise and whether or not described above, and including the negligence of *ALPINE ENDEAVORS, LLC* staff. If the participant is a minor, I have discussed the activities and risks, including the terms and conditions of participation with him or her and the child chooses to participate nevertheless. If that minor participant is 14 years of age or older, he or she has signed below to reflect this understanding and decision to participate.

3. Release and Indemnity: I, an adult participant or parent or guardian of a minor participant (for myself and on behalf of the minor child), hereby release, hold harmless and agree not to sue *ALPINE ENDEAVORS, LLC*, its owners, officers, directors, members, employees, contractors, sponsoring agencies and the owners or managers of lands on which its activities are conducted ("Released Parties"), with respect to any and all claims of injury, disability, death, or other loss or damage to person or property suffered by me or by a minor participant for whom I sign, arising in whole or part from my, or the minor child's, enrollment or participation in an activity of *ALPINE ENDEAVORS, LLC*. I agree further to indemnify ("indemnify" meaning to defend, and to pay or reimburse) Released Parties against any claim by a member of my, or the child's, family, a rescuer, co-participant, or any other person, arising in whole or part from an injury or other loss suffered or caused by me, or by the minor child, in connection with an



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activity of *ALPINE ENDEAVORS, LLC*. These agreements of release and indemnity include claims of negligence of a Released Party, but not of gross negligence or intentionally wrongful conduct, and are intended to be enforced to the fullest extent permitted by law. Should a Released Party or anyone acting on that party's behalf be required to incur attorney's fees and costs to enforce this Participant Agreement, I further agree to indemnify and hold them harmless for all such fees and costs.

4. Other:

a) Alpine Endeavors, LLC reserves the right to cancel any program or climb due to circumstances which enlarge the inherent risks of the activity. Such circumstances include, among others, weather, route conditions and the physical or mental condition, or behavior, of a participant. I am aware that the use of drugs or alcohol during any of *ALPINE ENDEAVORS, LLC* programs is strictly forbidden. I acknowledge the authority of *ALPINE ENDEAVORS, LLC* personnel to terminate my, or the child's, participation if in their sole discretion I or the child are a danger to ourselves or others. In the event of cancellation of an activity or program for circumstances beyond the control of *ALPINE ENDEAVORS, LLC*, or termination of a participant from the activity or program, no refund will be paid.

b) Alpine Endeavors, LLC is authorized to provide or obtain care for me or for the minor child in the event of a medical emergency, and to exchange medical information with a third party medical care provider.

c) Any suit filed by me, or the child, or anyone acting on my or the child's behalf, against a Released Party will be maintained only in Ulster County, New York, or the next closest county in which a Court of competent jurisdiction is located, and the dispute will be governed by the substantive laws of the State of New York, NOT including those laws which may invoke the laws of another State. If any part of this agreement is deemed not enforceable by a court of competent jurisdiction the remainder of the agreement nevertheless will remain in full force and effect.

d) I consent to *ALPINE ENDEAVORS, LLC* retaining the right to use for publicity and advertising purposes photographs taken of me while participating in their activities/services without any expectation of compensation for the use thereof.

**I HAVE READ THIS AGREEMENT (on this and the preceding page), FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.**

**Participants Full Name** \_\_\_\_\_

X \_\_\_\_\_ AGE: \_\_\_\_\_ Date \_\_\_\_\_  
PARTICIPANT SIGNATURE

X \_\_\_\_\_ Date \_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE (print name)  
for participants under age 18