

ADIRONDACK MOUNTAIN CLUB ACKNOWLEDGEMENT & ASSUMPTION OF RISK AND RELEASE OF LIABILITY

READ THIS ENTIRE DOCUMENT ('Document') CAREFULLY BEFORE SIGNING.

By signing below, I acknowledge that the stated recreational activity or activities associated with the stated trip, event, outing, or other activity or program (hereinafter 'activity'), whether it is to be conducted by the Adirondack Mountain Club, Inc. (ADK), its chapters, or independently in furtherance of an ADK-sponsored activity, may be rigorous and present risks, both known and unknown, that could result in personal injury, property damage, illness, mental or emotional trauma, paralysis, disability, death, or other losses and damages of any nature.

I further acknowledge that, in consideration of the services provided by ADK, a charitable, not-for-profit corporation organized and existing under the laws of New York State, and its chapters, including all officers, directors, employees, representatives, agents, independent contractors, paid staff, and unpaid volunteers (including trip leaders and co-leaders), members, and all other persons or associated entities (collectively referred to in this Document as 'ADK'), I (participant and parent/s of a minor participant) acknowledge and agree as follows:

I agree for myself, all my family members, and heirs to release and not to sue or make any negligence claim against ADK in regard to any and all claims, liabilities, suits, or expenses (including reasonable costs and attorneys' fees) (hereafter 'claim'), including claim/s resulting from ADK's negligence (but not its gross negligence or intentional or reckless misconduct) or use of ADK equipment, facilities, or premises, for any personal injury, property damage, illness, including COVID-19 or other respiratory illness, mental or emotional trauma, paralysis, disability, death, or any other loss or damage to myself or others.

As an outing participant, I further agree to defend and indemnify ADK with respect to any and all claim/s brought by or on behalf of me, my child, a family member, a co-participant, or any other person for any personal injury, property damage, illness, including COVID-19 or other respiratory illness, mental or emotional trauma, paralysis, disability, death, or any other losses or damages of any nature, to myself or others, as a result of any alleged negligence by ADK or other participants or use of ADK equipment, facilities, or premises. Such obligation to defend and indemnify ADK shall not apply to ADK's designated outing leader(s) for the respective outing or event in which the leader(s) participate as an ADK outing leader or co-leader.

As an outing participant, I attest that I am physically fit to participate in this activity(ies), which may include risks, hazards, and dangers, both known and unknown, that can cause or lead to personal injury, property damage, illness, mental or emotional trauma, paralysis, disability, or death to myself or others. Notwithstanding such risks, I fully elect to voluntarily participate and assume and accept full responsibility for such risks.

I further acknowledge and agree that ADK cannot assure participant's (or their minor child's) safety or eliminate any of these risks, and that I am solely responsible for my own safety (and that of my minor child). I agree to take every precaution to provide for my own safety and well-being (and that of my minor child) while participating in such activity(ies) or using ADK equipment, facilities, or premises.

I agree to release and not to sue ADK for any personal injury, property damage, illness, including COVID-19 or other respiratory illness, mental or emotional trauma, paralysis, disability, or death to myself or others as a result of any alleged negligence of ADK or other

participants that is in any way connected with my or my child's participation in this activity(ies) or my or my child's use of ADK equipment, facilities, or premises. I understand and agree to waive all claim/s I or my child may have against ADK and agree that neither I, my child, nor anyone acting on my or my child's behalf will make a claim against ADK.

Participant Information:

Participant Name*: _____

Date*: _____

Event/Program/Outing Name*: _____

Email*: _____

Phone*: _____

Emergency Contact Information:

Emergency Contact Name*: _____

Emergency Contact Phone*: _____

Participant Signature:

Signature*: _____

IF UNDER 18 YEARS OF AGE, PARENT OR GUARDIAN MUST READ AND SIGN BELOW:

Participant and parent/s of a minor participant agree: I have carefully read, understand, and voluntarily sign this document and acknowledge that it shall be effective and binding upon me, my minor children, and other family members, my heirs, executors, representatives, and estate to the greatest extent permitted by law. I further acknowledge that the substantive laws of the State of New York govern this document and that if any portion of this document is deemed unlawful or unenforceable, it shall not affect the remaining provisions, which shall continue in full force and effect.

Parent/Guardian Name*: _____

Date*: _____

Signature*: _____