

# ***Adventures by Design***

## ASSUMPTION OF RISK

In consideration of the services provided by Adventures by Design, LLC, its officers, agents, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "ABD"), I hereby agree to release and discharge ABD, on behalf of myself, my children, my parents, my heirs, assigns, personal representative(s) and estate as follows:

1. I acknowledge that the activities in which I will engage, including, but not limited to, mountain and road biking, hiking, running, kayaking, swimming, camping and climbing entail known and unanticipated risks, which 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:** Falling, collision, upset, striking obstructions or other person(s), unsafe speed of travel for conditions, head injuries, equipment failure, drowning, weather conditions including lightning, temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion), dehydration and roadway vehicles. This list is not intended to be complete, exhaustive and/or all-encompassing and is included for illustrative purposes only.

In addition, I agree to wear a helmet as required at all times while riding a bike or climbing and a personal floatation device while on the water. I will expect unforeseen obstacles and variations in the trail and road and will be responsible for judging what and what not to ride on or when to walk my bike on the trail and road. I will be responsible for the care and maintenance of my own personal belongings. I agree that ABD is not responsible for any equipment and facilities, the condition of equipment, including, but not limited to, bicycles, component parts of bicycles, helmets, protective devices, kayaks and flotation devices, or the condition of any facilities, trails, roadways and/or other terrain, and I hereby voluntarily assume the risks of the condition of any equipment, facilities, trails, roadways and/or other terrain.

2. I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks. I will listen to and strictly follow all instructions from ABD regarding safety, safe bicycling, hiking, running, kayaking, etc., personal welfare and backcountry conduct. Furthermore, ABD's guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions and the equipment being used might malfunction.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ABD from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of ABD's or its affiliates' equipment or facilities, including any such claims which allege negligent acts or omissions of ABD or affiliates.
4. Should ABD, or anyone acting on its 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 to myself and/or my minor children. I further certify that I have no medical or physical condition, which could interfere with my safety in these activities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against ABD, I agree to do so solely in the State of New York, and I further agree that the substantive law of the State of New York shall apply in any such 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 portion 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 these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against ABD 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: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ 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) being permitted by ABD to participate in its activities and to use its or its affiliates' equipment, I further agree to indemnify and hold harmless ABD 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

\_\_\_\_\_  
Date

### **Photo Release Clause:**

I understand that any photograph taken of myself and/or my minor children by ABD's agents may become the property of ABD and I hereby authorize use of such photos for brochures, slideshows and other promotional materials.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_