

**PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**  
**\*\*\*READ BEFORE SIGNING\*\*\***

**HIGH X POSURE ADVENTURES INC.**

Participant Name \_\_\_\_\_

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, and personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS HIGH X POSURE ADVENTURES INC.**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law. **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THSAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

X \_\_\_\_\_  
Participant's Signature Age Date

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidental to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent provided by law.

X \_\_\_\_\_  
Parent/Guardian Signature Date Emergency Phone Number(s)

# HIGH X POSURE ADVENTURES INC.

## Participant Registration Form

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

Name: \_\_\_\_\_  
(Please print clearly)

Home Telephone: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: State: Zip: \_\_\_\_\_

Sex:        Male        Female

Do you have any medical conditions we should be aware of?

          Yes        No

If Yes, please explain:

Are you a Mohonk Preserve member?

          Yes        No

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Signature

**ACKNOWLEDGMENT OF RISKS, and ASSUMPTION OF RISK AND RESPONSIBILITY**

**WARNING:** There are significant elements of risk in any activity associated with outdoor adventures, including but not limited to bicycling, camping, climbing/hiking/trekking, fishing, hunting, skiing, sledding, swimming, wilderness lodges, and the presence or use of animals, watercraft, firearms or other weapons and the use of any related equipment (referred to herein as "activity"). Although we have taken reasonable steps to provide you with appropriate equipment and/or skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

**ACKNOWLEDGMENT OF RISKS:** I acknowledge that the following describes some, but not all, of those risks: 1) Falling; 2) Cold weather and heat related injuries and illnesses including frostnip, frostbite, heat exhaustion, heat stroke, hypothermia, and dehydration; 3) An "act of nature" which may include avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; 4) River crossings, fordings, portaging, or travel to or from the activity; 5) Risk associated with crossing, climbing or downclimbing of rock, snow and/or ice; 6) Equipment failure and/or operator error; 7) Discharge of weapons; 8) Risks typically associated with watercraft including change in waterflow or current; submerged, semisubmerged and overhanging objects; capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, or drowning; 9) My sense of balance, physical coordination, and ability to follow instructions; 10) Attack by or encounter with insects, reptiles, or animals; 11) Accidents or illnesses occurring in remote places where there are no available medical facilities; 12) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** I am aware that this activity entails risks of injury or death to myself and minor children for whom I may be responsible. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/Our participation in this activity is purely voluntary. No one is forcing me/us to participate and I/we elect to participate in spite of the risks. I am (We are) physically and mentally capable of participating in the activity and/ or safely using the equipment. *I accept that wearing a U.S. C. G. approved personal flotation device for waterborne activities is a basic safety precaution.* I assume full responsibility for the risks of personal injury, accidents or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal or insect bite or attack; injury caused by discharge of any weapon; shock, paralysis, drowning, and/or death; and any resultant expenses from any of the foregoing risks. I also assume responsibility for damage to or loss of my/our personal property as the result of any accident that may occur.

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity or refuse or terminate the participation of any person for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. "In consideration of the services of High X Posure Adventures, Inc., their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses, I agree as follows: I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death loss of personal property, and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my/our negligence in participating in this activity."

**I have read the foregoing acknowledgment of risks, assumption of risk and responsibility.**

Name (Printed): \_\_\_\_\_ Age: \_\_\_\_\_

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

In an emergency, notify (print): \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

List known allergies to medications, plants, or insects: \_\_\_\_\_

Advise if under a doctor's care or using any prescription medications: \_\_\_\_\_

**If the Participant is under 18, the Parent or Legal Guardian must also sign**

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_