

**AMC VOLUNTEER-LED MAJOR EXCURSIONS  
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

**INTRODUCTION**

**PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. All participants must sign this Document. For participants under 18 yrs. of age, one or both parent(s) or legal guardian(s) must also sign.** Throughout this document, participants under 18 yrs. of age will be referred to sometimes as 'minor' or 'child,' and parent(s) and guardian(s) will be referred to collectively as 'parent(s).' In consideration of the services of the Appalachian Mountain Club, Inc., a charitable, not-for-profit corporation, organized and existing under the laws of Massachusetts, and its chapters, including all officers, employees, representatives, independent contractors, volunteers (including leaders and co-leaders), members and all other persons or entities associated with it (collectively referred to in this Document as 'AMC'), **participant and parent(s) of a minor participant, acknowledge and agree as follows:**

AMC contracts with individuals or organizations that are independent contractors (not employees or agents of AMC) to conduct certain activities participant may be engaging in. Although AMC has made reasonable efforts to locate responsible contractors, these contractors work independently. AMC does not supervise or control these independent contractors and is not legally liable or responsible for their conduct. **Further, AMC uses volunteers to assist with and lead its trips and excursions. These individuals are not paid professional guides or leaders. In all activities, all participants share in the responsibility for their own safety and the safety of the group.**

**ACKNOWLEDGMENT & ASSUMPTION OF RISKS**

AMC volunteer-led major excursions can take place in the U.S. or in foreign countries. Activities include, but are not limited to hiking, backpacking, camping, biking, skiing, trail maintenance, mountaineering, rock and ice climbing, canoeing, kayaking, sailing, swimming, snorkeling, and transportation or travel to and from activities (referred to in this Document as 'activities' or 'these activities'). **I (and my parent(s), if I am a minor) acknowledge that the inherent and other risks, hazards and dangers of these activities can cause or lead to injury, property damage, illness, mental or emotional trauma, disability or death to participant or others. The following includes some, but not all of those risks, hazards and dangers:**

**Risks present in an outdoor, mountainous or wilderness environment on land or water, both on and off trail.** Travel can be subject to storms, strong winds, high altitudes, avalanches, flashfloods, currents, waves, whitewater, lightning, rapidly moving rivers or other water bodies, stream crossings, snow or ice, extremely hot, humid or cold weather or water, falling rocks, wild animals, disease carrying or poisonous animals or insects and other natural or man-made hazards and dangers. Hazards may not be marked and weather is unpredictable year-round.

**Risks associated with travel in a foreign country,** such as political unrest, terrorism and warfare, contact with unusual diseases, exposure to contaminated food or water, dangerous road or travel conditions, thievery and other hazards not encountered in the U.S. Participants may be subject to laws and legal systems that do not provide the same protections as the U.S. legal system. Foreign vehicles may not meet U.S. safety standards.

**Risks in decision making,** including, without limitation, the risk that an AMC staff member, volunteer, representative, co-participant or contractor may misjudge a participant's capabilities, or misjudge weather, terrain, water level, or route location.

**The risk that equipment used** in an activity may be misused, or may break, fail or malfunction.

**AMC activities may take place in remote places,** several hours or days from medical facilities, causing potential delays or difficulties with communication, transportation, evacuation and medical care. Medical facilities may be primitive, inadequate or inaccessible.

**Risks connected with cooking and camping chores.** Participants may cook over a gas stove or an open fire and are subject to the risk of gas explosion or burn. Water may be contaminated and must be disinfected before use.

**Risks associated with transportation.** Travel can be on foot or by vehicle, aircraft, train, taxi, bicycle, animal, boat or other means and can be over rough and unpredictable terrain or via oceans, lakes, or rivers, with wind, rain, or other adverse weather conditions.

**Risks involved in riding or dealing with animals,** including without limitation, horses, donkeys, llamas or camels. Animals are unpredictable in all circumstances, whether participants are mounting, dismounting, saddling, riding, or dealing with animals in any way. Without warning, animals can kick, bite, stomp, rear, fall down, and react to the environment, people, other animals or objects. Risks include equipment that may fail, saddles that may slip and other riders who may not control their animals.

**Risks regarding conduct,** including the potential that the participant, or other participants or third parties (e.g. rescue squad, medical facility) may act carelessly or recklessly.

**Other risks, hazards and dangers** that are generally associated with educational and/or adventure activities.

**These and other risks, hazards and dangers may result in participants: falling, being struck, colliding with objects or people, experiencing vehicle or boat collision or capsize, drowning, reacting to high altitudes, weather conditions or increased exertion, suffering gastro-intestinal complications or allergic reactions, becoming lost or disoriented, or experiencing other problems. These and other circumstances may cause hyperthermia, hypothermia, frost bite, dehydration, burns, high altitude sickness, heart or lung complications, broken bones, concussions, paralysis, or other injury, damage, death or loss.**

I (participant and parent(s) of a minor participant) acknowledge:

- I have accurately completed the AMC application and medical forms and reviewed and understand all AMC program information and materials received;
- AMC representatives are, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities.
- AMC staff, leaders or other personnel cannot assure participant's safety or eliminate these risks.

**Participant takes responsibility for having appropriate skills, physical conditioning, equipment and supplies for these activities. Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent(s) of minors) assume and accept full responsibility for the inherent and other risks of these activities (both known and unknown), and for any injury, damage, death or other loss suffered by participant (and parent(s) of minors), resulting from those risks and resulting from participant's negligence or other misconduct.**

**RELEASE AND INDEMNITY AGREEMENT**

**Please read carefully. This Release and Indemnity agreement contains a surrender of certain legal rights.** Certain federal land agencies do not allow service providers to be released by their clients from liability for injuries or other losses occurring while operating under permit on those federal lands ('restricted federal lands'). **Therefore, except to the extent federal rules or regulations prohibit my doing so on restricted federal lands, I (adult participant and/or parent(s) of a minor participant) agree as follows:**

- (1) **to release and agree not to sue AMC**, with respect to all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claims'), in any way connected with my/my child's enrollment or participation in these activities, or use of AMC equipment or facilities. **I understand I agree here to waive all claims I may have against AMC, and agree that neither I, nor anyone acting on my behalf, will make a claim against AMC, as a result of any injury, damage, death or other loss suffered by me or my child;**
- (2) **to defend and indemnify** ('indemnify' meaning protect by reimbursement or payment) **AMC**, with respect to all claims brought by or on behalf of me, my child, a family member, a co-participant, or any other person in any way connected with my/my child's enrollment or participation in these activities or use of AMC equipment or facilities.

**This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence of AMC (but not its gross negligence or intentional or reckless misconduct), and includes claims for personal injury, property damage, wrongful death, breach of contract or otherwise.**

**CONCLUSION**

I (participant and parent(s) of a minor participant) agree that the substantive laws of the Commonwealth of Massachusetts govern this Document and all other aspects of my relationship with AMC, and that any mediation, suit, or other proceeding must be filed or entered into only in Massachusetts.

AMC reserves the right to remove any participant from the program who staff or leaders believe, in their discretion, presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the program. If participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but are not limited to medical evacuation and costs, plane, train or taxi fare, accommodations, and costs and compensation for staff accompanying participant.

**Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

**Participants and parent(s) of minor participants 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, and my heirs, executors, representatives and estate. One or both parents must sign below for any participating minor (those under 18 years of age).**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Parent of Participating Minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Parent of Participating Minor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name