

APPALACHIAN MOUNTAIN CLUB PARTICIPANT
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

INTRODUCTION

PLEASE READ THIS ENTIRE TWO-PAGE DOCUMENT (hereafter 'Document') **CAREFULLY BEFORE SIGNING.** All participants must sign this Document. For participants under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), one or both parent/s or guardian/s (hereafter collectively 'parent/s') must also sign. 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, directors, employees, representatives, agents, 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'), I (participant and parent/s of a minor participant), **acknowledge and agree as follows:**

Appalachian Mountain Club contracts with individuals or organizations that are independent contractors (not employees or agents of Appalachian Mountain Club) to conduct some of the activities participants may engage in. Although the Appalachian Mountain Club has made efforts to locate responsible contractors, it does not supervise or control these contractors and is not responsible for their conduct. Participant (and parent/s) acknowledge that they may independently investigate and assess these organizations and activities, if they choose to do so. **Further, Appalachian Mountain Club uses volunteers to assist with, and sometimes lead activities, workshops or programs. 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 instructional, educational and/or adventure activities (which may be scheduled or unscheduled, supervised or unsupervised and/or occur during free time) include, but are not limited to hiking, backpacking, camping, biking, skiing, snowboarding, snowshoeing, high and low ropes courses, trail work, maintenance of facilities, mountaineering, rock and ice climbing, canoeing, kayaking, sailing, swimming, environmental education, wilderness emergency medical training, first aid and rescue, participation in volunteer service projects, use of AMC huts or other facilities and transportation or travel to and from activities (referred to in this Document as 'activities' or 'these activities'). **These activities include inherent and other risks, hazards and dangers** (referred to in this Document as 'risks') **that can cause or lead to injury, damage, death or other loss to participant or others. The following includes some, but not all of those risks:**

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, avalanches, currents, waves, whitewater, lightning, rapidly moving rivers or other water bodies, difficult stream crossings, snow or ice, extremely hot, humid or cold weather or water, steep terrain, falling rock, stinging or disease carrying animals or insects, wild animals and other natural or human-made hazards and dangers. Hazards may not be marked and weather is unpredictable year-round.

Risks in decision making, including, without limitation, the risk that AMC may misjudge a participant's capabilities, health or fitness level, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location.

Personal health and participation risks. The risk that a participant's mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death or other loss.

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 any medical facility, causing potential delays or difficulties with communication, transportation, evacuation and medical care.

Risks connected with meals and/or cooking and camping chores. Meals may include exposure to food allergens. Risks also include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination from natural water sources. All water may be contaminated and should be disinfected, filtered or boiled before use.

Risks associated with AMC facilities and premises, including boulders, ruts, slippery walkways, ponds or other water sources, uneven ground or other conditions.

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

Volunteer community service. Risks associated with activities such as (but not limited to) building, digging and trail maintenance, painting, construction and clean-up projects. Projects can include the use of tools and equipment (i.e. drills, saws, power tools) that can cause injury resulting from use, misuse or malfunction.

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

Participants may have limited, unsupervised time during, before or after the start of an AMC program. This may include periods of free time, or periods of time alone while engaged in backcountry travel. **During both supervised and unsupervised activities, all participants share in the responsibility for their own safety and the safety of the group.**

Other risks that are generally associated with instructional, educational and/or adventure activities.

These and other risks may result in participants falling, being struck, colliding with objects or people, experiencing vehicle or boat collision or capsizing, drowning, reacting to 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, frostbite, dehydration, burns, heart or lung complications, broken bones, concussions, paralysis, mental or emotional trauma, or other injury, damage, death or loss.

2/23/10 RMT

I (participant and parent/s of a minor participant) agree:

- To accurately complete all required forms (which may include, but is not limited to the AMC application, registration and medical forms), abide by the terms of those documents, and obey all AMC rules, regulations and policies;
- If participant has any mental, physical or emotional conditions or limitations that might affect his/her ability to participate I agree to disclose those to AMC, and represent that participant is fully capable of participating without causing harm to him/herself or others;
- AMC is, and has been available, should I have further questions about these activities and the associated risks;
- AMC cannot assure participant's safety or eliminate any of these risks.

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 (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant (and parent/s of minors), resulting from those risks and/or 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. I (adult participant, or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:

- (1) **to release and agree not to sue AMC**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, or use of AMC equipment, facilities or premises. **I understand I agree here to waive all claim/s I or my child may have against AMC, and agree that neither I, my child, or anyone acting on my or my child's 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 any and all claim/s brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities or use of AMC equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from AMC's negligence (but not its gross negligence or intentional or reckless misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.

CONCLUSION

I (participant and parent/s of a minor participant) agree that the substantive laws of Massachusetts govern this Document, any dispute I have with AMC 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.

This Document is intended to be interpreted and enforced to the fullest extent allowed by law. 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.

Participant and parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this two-page 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 parent/s must sign below for any participating minor (those under 18 years of age).*

Participant Signature

Date

Print name here

Parent or Guardian Signature

Date

Print name here

Parent or Guardian Signature

Date

Print name here