

READ CAREFULLY

Participant Agreement, Waiver, Release of Liability and Acknowledgement of Risk Bartlett Pines, LLC DBA Adirondack Woodcraft Camps

If participant is under the age of 18, participant must sign below and parent/guardian must sign Additional Indemnification

In consideration of the services of Bartlett Pines LLC, DBA Adirondack Woodcraft Camps, their agents, owners, officers, volunteers, participants, representatives, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AWC"), I hereby agree to release and discharge AWC, on behalf of myself, my children, my parents, heirs, assigns, personal representatives and estate as follows.

I understand and acknowledge that my participation in outdoor adventure-based activities such as canoeing, kayaking, row-boating and paddle boarding entails known and unanticipated risks which cannot be eliminated without jeopardizing the essential qualities of the activity and which could result in physical or emotional injury including but not limited to paralysis, death, or damage to myself, to property, or to third parties. Furthermore, AWC seeks safety, but they are not infallible and risks may arise from foreseeable or unforeseeable causes including but not limited to the following. They might be unaware of a participant's fitness or abilities, misjudge the weather, the elements or the terrain, give inadequate warnings or instructions, and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AWC and all land owner's, municipal and/ or government agencies on whose property an activity is conducted and their insurers, from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AWC's equipment, vehicles or facilities, including any such claims which allege negligent acts or omissions of AWC or any third party. I agree that AWC is not responsible for damage to my or any other person's vehicles during equipment transport. Should AWC, or anyone acting on their 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.

I have received and I am responsible for returning equipment in the same condition in which I received it. I am responsible for any costs, legal or otherwise, incurred by AWC in securing return or reimbursement for said equipment. I acknowledge that the equipment is to be used only by the person(s) who have signed this form and I will not allow other persons to use this equipment.

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 myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, 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.

I agree the Venue of any dispute that may arise out of this agreement or otherwise between the parties to which AWC or its agents is a party shall be either the town of Webb, New York Justice Court or the County or State Supreme Court in Herkimer County, New York. I further agree that the substantive law of New York shall apply in that action without regard to the conflict of law rules of that state.

I recognize that AWC may find it necessary to terminate the activity due to forces of nature, medical necessities or for other reasons, and/or refuse or terminate the participation of any person AWC judges to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such action for my safety or the safety of other participants.

I hereby declare that I am not under the influence of, nor will I use any recreational drugs or alcohol, while participating in any activity at AWC.

I do hereby consent to the use of my image by AWC for any and all purposes, including without limitation to video, still photographs, publication, and any trade, advertising, promotional or sale purposes.

I recognize that Covid-19 is an inherent risk. AWC is following all the steps outlined in their Outfitters Action Plan for COVID-19 Exposure Prevention, Preparedness, and Response however I realize they cannot provide me or my group with 100% assurance that we cannot contract the illness while they are

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renting equipment or engaging in any activity on property or out on a trip. Covid-19 is an inherent risk in every activity people choose to participate in now, and your AWC's operation is no different.

I am in good health, Covid -19 free, that is: not infectious. I understand that strenuous physical exertion may be required and I have no known physical disabilities or health problems which will present any risk to my participation in outdoor recreational activities or to others. I also agree to wear my Personal Floatation Device (PFD) at all times while on the water. I waive all claims for **NEGLIGENCE**.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AWC 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.

Parent or Legal Guardian's Additional Indemnification (Must be completed for participants under the age or 18)

In consideration of (print minor's name(s)) _____
(hereinafter referred to as "Minor") being permitted by AWC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AwC 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. My child is in good health, Covid -19 free, that is: not infectious. I understand that strenuous physical exertion may be required and my child has no known physical disabilities or health problems, which will present any risk to his/her participation in outdoor recreational activities or to others. I permit the use of any photos, slides, films, or sketches of him/her taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

I have read, understand and agree to the above statement and to be bound by the terms of AWC's Liability Waiver.

Parent/Legal Guardian's Signature: _____

Printed Name: _____

Date: _____

Print Name:

St. Address:

City:

ST:

Zip:

Signature of Participant:

Date:

I would like to be added to Adirondack Woodcraft Camps' mailing list:

Yes

No

Email address:

Adirondack Woodcraft Camps
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