

LIABILITY RELEASE & PERSONAL INFORMATION FORM

LIABILITY RELEASE and ASSUMPTION OF RISK AGREEMENT

Please read carefully before signing. You must sign and return via mail along with the Confidential Personal Information Form.

Adirondack All Seasons Guide Service. 165 Elm Street · Lake Placid, NY 12946. (518) 523-1341 (tel) or (860) 713-8205 (cell)

Activity(s): _____ Date(s) of trip: _____

ASSUMPTION OF RISK

Any outdoor activity can be dangerous and there is an element of risk, which I am accepting by participating in this activity. The signer acknowledges that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, and are reasons for my voluntary participation. I assume responsibility for my own safety and equipment and I acknowledge and agree that I must be both physically and mentally prepared and equipped with the appropriate gear. Only I can judge my skills relative to the conditions found in the backcountry (on the trail or water) and any possible risk. I alone decide when, where and how to proceed, or not. I acknowledge that I am aware of the inherent hazards and risks associated with participating in the above trip, including those associated with travel and adventure tours.

I acknowledge that I have voluntarily chosen to participate in the trip referenced above. In so doing, I acknowledge that I may be subjecting myself to dangers and hazards which could result in illness, injury or death. I also acknowledge that there are inherent risks and dangers that may arise at any time during the trip. Inherent hazards and risks include, but are not limited to, risk of injury or death from: narrow roadways and/or trails, unpredictable roadway hazards and conditions; slips, and falls, unexpected trail conditions, whitewater rapids, my boat/kayak could turn over, I could be thrown/washed overboard as a result of condition on the water and/or my own or other's negligence including the negligence of Adirondack All Seasons Guide Service employees; I could be exposed to cold water for a long period of time, suffer death by drowning, or other cause; Boats/kayaks may be slippery causing injury; I may suffer a ski or snowboard injury due to conditions on the slope, avalanche, encounters with moguls, uneven or ungroomed runs, I could hit or otherwise contact, rocks, trees, vehicles or other natural or manmade objects; I could be injured snowshoeing due to hazards on the trail; exposure to weather including heat, cold; I could also suffer injuries during the land transportation portions of the trip, whether in an Adirondack All Seasons Guide Service vehicle or other conveyance; consumption of alcoholic beverages, tainted food, or non-potable water; possible equipment failure and/or malfunction of my own or other's equipment; exposure to the elements, including heat, cold, sun, water, and wind; my own negligence and/or the negligence of others, including tour guides, other guests, Adirondack All Seasons Guide Service employees, agents and/or representatives; misjudgment of terrain, rapids, weather, trails, and route location; high altitude; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no

available medical services; fatigue, chill, overheating, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; negligence with regards to helmet, life vest, ski and snowboard equipment or any other equipment, failure to wear lifesaving equipment such as life vests and helmets; known or unknown medical conditions, physical excursion for which I am not prepared or other such accidents; the negligence or lack of adequate training of any agents or employees of Adirondack All Seasons Guide Service who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.

I expressly acknowledge that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which the trip will take place. I acknowledge the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). I also understand that if I am older or have underlying conditions, I may be more prone to serious infection and death due to COVID-19. As a result of the highly infectious nature of this disease, federal, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people

I acknowledge that, Adirondack All Seasons Guide Service, its agents, owners, officers, employees, and suppliers, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively “Adirondack All Seasons Guide Service ”), has taken steps to mitigate the potential for transmittal of, and exposure to COVID 19 during the trip, but that exposure to such viruses or disease is an inherent risk of participating in the trip, one that cannot be eliminated by Adirondack All Seasons Guide Service. In signing this form, I agree that I do not have COVID-19 or any symptoms associated with COVID-19 and agree that should I develop symptoms or am diagnosed with COVID-19 either before or during the trip, I will inform Adirondack All Seasons Guide Service immediately and agree to abide by any decisions they make, including cancellation, for which I acknowledge there will be no refund.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I agree to be responsible for my own wellbeing and negligence. I freely and voluntarily assume complete personal responsibility for these risks and for the injuries or death that may occur as a result of these risks, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

RELEASE

In consideration of my being permitted to participate in the trip, I agree to assume all risks of illness, injury or death, including all risks associated with COVID- 19, and agree not to sue and to release from liability and indemnify Adirondack All Seasons Guide Service, their owners, agents, contracted tour operators and employees, and other persons or entities involved with this trip (the Releasees), from all actions, claims or demands for injury, loss or damage, regardless of the cause, resulting from my participation in the trip, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. Furthermore, without limitation, Adirondack All Seasons Guide Service is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, epidemic, pandemic, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Adirondack All Seasons Guide Service from any and all liabilities to the maximum extent permitted by law.

By entering into this Agreement, I am not relying on any oral or written representation or statements made by Adirondack All Seasons Guide Service, other than what is set forth in this Agreement.

I understand that Adirondack All Seasons Guide Service may contract with independent contractors to provide services on this trip, including transportation, travel services and guide services. I understand and acknowledge that Adirondack All Seasons Guide Service has no control over and assumes no responsibility for the actions of any independent contractors involved in providing any services on this trip.

I agree that New York state will be the forum for resolution of any dispute related to my participation in this trip. Such proceedings will be governed by New York law. The parties understand and agree that all claims must be brought within six months following the completion of the tour. I agree that I will only bring claims against Adirondack All Seasons Guide Service in my individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding. Adirondack All Seasons Guide Service shall not in any case be liable for other than compensatory damages, and my payment of a deposit on a tour means that I agree to these conditions of sale and expressly waive any right to punitive damages. All claims brought more than six months after the completion of the tour are forever waived and cannot be pursued in another forum.

I have familiarized myself with all information provided to me about this trip, and I agree to all stated conditions set forth in the Reservation & Payment Information, specifically including any information outlining my responsibilities and obligations as a trip member.

I understand that Adirondack All Seasons Guide Service has no responsibility to provide medical care to participants, and has made no offer or promise to do so. I authorize Adirondack All Seasons Guide Service to obtain medical care on my behalf and/or to transport me to a medical facility, if necessary, and I hereby release Adirondack All Seasons Guide Service from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I agree to pay for the cost of any evacuation or medical care. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against Adirondack All Seasons Guide Service with regard to medical care and the provision or failure to provide such care.

I grant Adirondack All Seasons Guide Service the absolute right to copyright, reuse, publish and republish by any medium, including electronically, any photos of me or in which I may be included, that may be taken while participating in an Adirondack All Seasons Guide Service trip. I also consent to the use of any printed matter in conjunction therewith.

I have carefully read this agreement. I understand that it is a release of liability and a contract between me and Adirondack All Seasons Guide Service, Adirondack All Seasons Guide Service and/or its contracted tour operators or affiliated organizations, and I sign this agreement of my own free will. If any part of this agreement is deemed unenforceable, all other parts shall be given full force and effect. No additions, deletions or changes can be made to the release form, and signing it is a requirement for joining the trip.

BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TOWAIVE.

Participant Signature _____ Date _____

Parent or Guardian of Participant* _____ Date _____

* If I am signing on behalf of a minor, in addition to the above, I also agree to RELEASE, HOLD HARMLESS AND INDEMNIFY the entities named above for any claims of the minor. I agree to be responsible for any medical expenses incurred by the minor.

NOTE: An Adirondack All Seasons Guide Service guide reserves the right to change, re-route, postpone or cancel a trip based on weather and client conditions, for the purpose of ensuring the safety of the client, group and guide.