

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

READ BEFORE SIGNING

Organization Name: **Keystone Trails Association**

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 attached below. 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. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, web sites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ABOVE NAMED ORGANIZATIONS, their 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, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

TERMS AND CONDITIONS OF PARTICIPATION MY CONDITION. In consideration for your services I certify I have had the opportunity to discuss my mental and physical condition relative to the Activity with my doctor and represent that I am fully capable of participating in the Activity, and safely using the equipment.

WARNING

There are significant risks in any outdoor adventures ("Activities"), such as mountaineering, bicycling, camping, climbing/hiking/trekking, fishing, hunting, skiing, sledding, swimming, rafting, and kayaking, as well as risks associated with transportation for an Activity by vehicle, aircraft, water craft, use of animals, and also risks of equipment used in an Activity, including wilderness lodges, presence of wild animals, high altitude illnesses, and weather conditions. Keystone Trails Association has taken reasonable steps to provide appropriate equipment and/or skilled guides so participants can enjoy an Activity for which they may not be skilled, but are reminded that no Activity is 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 equipment or accidental injury, illness, or in extreme cases, permanent trauma or death. I recognize that it is important to know in advance what to expect and to be informed of the inherent risks involved before I start the Activity.

ACKNOWLEDGMENT OF RISKS.

I acknowledge the following are some but not all of the risks involved in an Activity:

- 1) Slip and fall;
- 2) Cold weather and heat related injuries and illnesses including frostnip, frostbite, heat exhaustion, heat stroke, hypothermia, high altitude illnesses, physical exhaustion;
- 3) "acts of nature" including snow and rock avalanches, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions;
- 4) River crossings, fording, portaging, or travel including travel to or from the Activity;
- 5) Risk associated with crossing, climbing or down-climbing rock, snow and/or ice;
- 6) Equipment failure and/or operator error;
- 7) Discharge of weapons;
- 8) Risks typically associated with water craft and rafting/kayaking Activities, including change in water flow or current,

submerged, semi-submerged and overhanging objects, capsizing, frigid water temperature, swamping or sinking of water craft and resultant injury, hypothermia, or drowning;

9) slips, falls, bumps, splinters, and collapses when visiting/exploring old historic buildings and mine sites;

10) My sense of balance, physical condition and coordination, and ability to follow instructions;

11) Attack by or encounter with insects, reptiles, or animals;

12) Accidents or illnesses occurring in remote places with no medical facilities, services, or rescue available;

13) Fatigue, chill or dizziness, which may diminish my/our reaction time and increase the risk of accident;

14) Transportation by aircraft and other types of vehicles, or the lack thereof. 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 minors in my care. I agree to assume the risks identified herein as well as those risks not specifically identified. My participation in this Activity and that of minors in my care is voluntary. No one is forcing me/us to participate and I/we elect to participate in spite of the risks involved. I/we accept that wearing a U.S. Coast Guard 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, broken bones, exposure and/or altitude sickness, head/ neck injuries, death, the risks of transportation by aircraft, water craft, or other means, or the lack thereof, and I assume responsibility for damage to or loss of my/our personal property resulting from an accident.

GOOD FAITH

I understand that as a provider of goods and/or services, you will operate under a covenant of good faith and fair dealing, but that in your judgment it may be prudent to terminate an Activity, or you may refuse, terminate, or limit any person's participation in the Activity for the safety of myself and/or other participants. I acknowledge that no guarantees are made as to achieving objectives.

AUTHORIZATION

I authorize any medical treatment or transportation deemed necessary for me or minors in my care while participating in the Activity. I have adequate insurance or, if not, I agree to pay all costs incurred on my/our behalf, and agree to pay any resultant expenses from any of the foregoing risks, including rescue.

I HAVE READ THE APPLICATION PROCEDURE AND CANCELLATION POLICY ABOVE AND AGREE TO THE CONDITIONS. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 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 incidents 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 permitted by law.

I certify that the above information supplied is true and complete to the best of my knowledge. I authorize verification of all information given.

Signature(s): _____ **Date:** _____

_____ **Date:** _____

Please sign and return to: Keystone Trails Association, 46 E. Main St Mechanicsburg PA, 17055