

STORM KING ADVENTURE TOURS, LLC
Assumption of Risk, Release of Liability and Waiver

In consideration of Storm King Adventure Tours, LLC ("Storm King") furnishing services and/or equipment and permitting me to participate in river, lake, outdoor and wilderness activities including but not limited to kayaking, canoeing, climbing, hiking and trail and mountain cycling ("Activities"), I agree, on behalf of myself and my successors, assigns, heirs and personal representatives, as follows:

I fully understand and acknowledge that (a) the Activities and the use of associated equipment have inherent foreseeable and unforeseeable risks, dangers and hazards; (b) my participation in Activities and my use of associated equipment may result in injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause disability, and; (c) the risks, dangers and hazards of the Activities and the use of associated equipment may arise from foreseeable or unforeseeable causes including but not limited to the negligence of others, accidents, breaches of contract, weather, the forces of nature, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, water level, depth or velocity, risks of falling out of or drowning in kayak or canoe, risks of slipping or falling, risks of collision or falling off of bicycles, risk of negligent rescue operations, and such other risks, hazards and dangers as are integral to recreational activities that take place in the outdoors and wilderness environments, or other causes.

As a condition of my participation in Activities, I represent and warrant that I am in good physical and mental health, that I am fully capable of participating in Activities, and that I have not consumed any alcoholic beverages or other substances that would impair my senses or abilities.

I hereby accept and assume all risks, dangers and hazards of my participation in Activities and use of equipment, whether disclosed or undisclosed, foreseeable or unforeseeable, and accept and assume all responsibility for any liability, claims, demands, losses, expenses or damages whether caused in whole or in part by the negligence or other conduct of the officers, directors, members, managers, agents, employees, successor or assigns of Storm King, or by any other person.

I hereby release and discharge, waive any right, covenant not to sue, and agree to hold harmless, defend, and indemnify Storm King and its officers, directors, members, managers, agents, employees, successors and assigns, from any and all liability, claims, demands, losses, expenses or damages for or arising out of any bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in Activities or use of equipment.

_____	_____	_____
Date	Print Participant Name	Participant Signature
Age		
Under 18	_____	_____
19-35	_____	Parent or Guardian Signature
36-59	_____	(If Participant is under 18 years of age)
Over 60	_____	
	_____	_____
	City	State Zip