

# Edgewood Consulting & Services

PO Box 122 New Paltz, NY 12561 (845) 255-7007 www.edgewoodcs.com

## Acknowledgement of Risks and Release of Claims - Please Read Before Signing!

Name of Program Participant (PRINT CLEARLY): \_\_\_\_\_

**The well being and safety of each program participant is of extreme importance to the Owner/Director and other staff of Edgewood Consulting & Services. Reasonable care and precautions will be taken to ensure a fun and educational experience is provided. The following Acknowledgements of Risks and Release of Claims form is both a requirement for insurance coverage and an important reminder to you that you are informed about the inherent risks associated with your participation in a program with this business.**

Outdoor adventure trips and experiential education activities are exciting, challenging, and both mentally and physically demanding. Some activities may be stressful and possibly hazardous. The programs provide goal-oriented activities for individuals and groups, with some programs specifically allowing participants to explore new behaviors related to trust, leadership ability, teamwork, and communication, among others. Programs with Edgewood Consulting & Services may include one or more of the activities: walking over flat or uneven or steep terrain, hiking, snowshoeing, rockscrambling, teambuilding initiatives, completing low challenge course elements that may be a few feet off the ground and are built of materials such as wood, rope, and cable, climbing high challenge course elements that are as high as 30 feet above the ground and that require special safety equipment, or indoor rock wall climbing. All teambuilding programs, even those using low or high challenge course elements or indoor rock climbing wall, operate under the philosophy of "Challenge by Choice", meaning each participant agrees to determine or choose his/her own level of challenge and agree not to be pressured by the facilitator or other program participants. Workshops, walks, hikes, rockscrambling, and snowshoe trips are all self-selected by participants, that is, clients have sought out and chosen at their own will to participate in the program.

You will be undertaking an activity which is inherently risky. You must realize there is a degree of risk and you are responsible for your personal safety when participating in a program. You will receive important instructions in up-to-date practices and risk-management techniques when participating in a program but are asked to definitely bring anything you suspect as a hazardous situation to the instructor's attention immediately and remove yourself from participation if you feel such action is necessary for your well-being.

Injuries can occur and may include but are not limited to cuts, bruises, sprains, strains, frostbite, broken bones, partial or full paralysis, or even death. By consenting to participate, you assume all risks incidental to use of a challenge course element, indoor rock climbing wall, teambuilding or outdoor activity or trip. Signing this form indicates that you recognize these risks and understand the responsibilities and hazards inherent in participation of outdoor and experiential programs and activities. Your signature indicates that you agree to assume all responsibility and risks involved in the program, and that you yourself and your heirs release and hold harmless Edgewood Consulting & Services, its Owner/Director, officials, agents, employees, and owners and lessors of premises used for the activity ("Releasees"), from all claims and legal actions including attorney fees, whether for property damage, physical injury or death due to transportation accidents, staff negligence, equipment, premises, or otherwise, arising from your participation in the program including but not limited to claims of you, your child, spouse, co-participants, rescuer, or any third party. All prior understandings and representations between the parties are merged in this release form. This agreement shall be governed by and interpreted in accordance with the laws of the State of New York. If one or more of the provisions contained within this form be adjudged invalid and/or illegal, said determination shall not affect the validity of the remaining or unaffected provisions of this release form.

I understand and agree to Edgewood Consulting & Services retaining the right to use, for publicity and advertising purposes, photographs taken of me while participating in their program without any expectation of compensation for the use. Should I not wish for my photo to be taken and used then I will let this explicitly be known and be sure to remove myself from any pictures being taken by program staff or other program participants.

Please confirm by signing below that you have read this document in entirety and that you agree to follow instructions and directions that are given by program instructors and that you are willing to act with good judgment while participating with a program. Your voluntary signature shows that you understand your responsibility as a participant and that you assume all the risks incidental to participating in a program with Edgewood Consulting & Services.

I hereby agree to indemnify and hold harmless Edgewood Consulting & Services for any harm or liability that I may incur in regard to participation in this activity.

PARTICIPANT'S SIGNATURE \_\_\_\_\_ AGE \_\_\_\_\_ DATE \_\_\_\_\_

### **FOR MINORS (YOUTH under AGE 18 at time of registration) PARENT/LEGAL GUARDIAN MUST SIGN**

My signature indicates 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 child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as described above *even if arising from the negligence of the releasees*, to the fullest extent permitted by the law.

\_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED