

**PARTICIPANT AGREEMENT, RELEASE
AND ACKNOWLEDGMENT OF RISK**

In consideration of the services of Connecticut Mountain Recreation, LLC, their agents owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "Connecticut Mountain Recreation, LLC") and the right to participate in activities of Connecticut Mountain Recreation, LLC. I hereby release and discharge Connecticut Mountain Recreation, LLC on behalf of my self, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities of Connecticut Mountain Recreation, LLC including but not limited to mountain climbing, mountaineering courses, guided climbs, backpacking, camping and traveling, particularly in mountainous terrain entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated with jeopardizing the essential qualities of the activity.

The risks include, but are no way limited to exposure to the forces of nature and suffering accidents or illnesses in remote places where there are no medical facilities.

Furthermore, Connecticut Mountain Recreation, LLC guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Connecticut Mountain Recreation, LLC 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 Connecticut Mountain Recreation LLC's equipment or facilities, **including any such Claims which allege negligent acts or omissions** of Connecticut Mountain Recreation, LLC.

4. Should Connecticut Mountain Recreation, LLC 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.

5. Should 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.

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 Connecticut Mountain Recreation, LLC 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.

Signature of Participant: _____ **Print Name:** _____

Address: _____

Phone: _____ **Date:** _____

**PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION
(Must be completed for participants under age of 18)**

In consideration of _____ (print minors name) ("Minor") being permitted by Connecticut Mountain Recreation, LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Connecticut Mountain Receptions, LLC 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.

Parent or Guardian: _____ Print Name: _____ Date: _____

Please initial at each number indicating that you have read this section.