

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Outdoor ESCAPES New Hampshire, LLC, its owners, members, officers, directors, agents, employees, volunteers, and all other persons or entities acting in any capacity on its behalf (collectively referred to as "OENH"), I hereby agree to release and discharge OENH, on behalf of myself, my spouse, my children, my parents/guardians, my siblings, my heirs, assigns, personal representative(s), and estate as follows:

1. I acknowledge that outdoor activities, including instruction, entail known and inherent risks, as well as unknown/unanticipated risks which could result in serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties and my own or others' property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity, and herein it is my intention to acknowledge and assume any and all such risks.

These risks include but are not limited to: 1) weather conditions that may change quickly, including wind, lighting, fog and excessive heat and sun; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 4) my own physical condition and my own acts or omissions; 5) encounters with wildlife; 6) the consumption of tainted food or drink during the trip, including exposure to polluted or contaminated water; 7) my own and other participants' attempts to exceed any and all necessary skills required for pertinent activities and/or behaving, acting, or conducting myself in a reckless manner; 8) my own failure or that of other participants to follow the safety guidelines and other instructions of OENH's guides/instructors; 9) improper use of equipment; 10) inadequate repair or maintenance of OENH's facilities and equipment; 11) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by OENH; 12) vehicular or pedestrian accident while being transported or walking to or from OENH's staging areas; and 13) error or negligence on the part of OENH and its instructors, guides and employees, including insufficient instruction or assistance.

Trip Location(s) _____ Trip Activities _____

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

2. I expressly agree and promise to accept and assume all of the 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 OENH from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of OENH's equipment or facilities, including any such claims which allege negligent acts or omissions of OENH.

4. Should OENH or anyone acting on its 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. I agree that substantive laws of the State of New Hampshire (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in Belknap County Superior Court, Laconia, New Hampshire. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

5. I certify that I have insurance to cover injury or damage I may cause or suffer while participating; in the alternative I agree to bear any and all 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, foreseen or unforeseen, by any such condition.

By signing this document, I acknowledge that if I am hurt or any 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 OENH on the basis of any claim from which I have released it 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 IN THEIR ENTIRETY WITHOUT LIMIT.

X Participant's Signature (even if under 18) _____ Print Name _____ Date: _____

X Parent/Guardian Signature (if applicable) _____ Print Name _____ Phone: _____

PHOTO RELEASE

I do hereby give OENH, its assigns, licensees, and legal representatives the irrevocable right to use my name, picture, portrait, photograph, or video recording, in all forms and media, including any printed or electronic medium, and in all manners, including composite, for advertising, for website, for publication, or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, which may be created in connection therewith.

X Participant's Signature (even if under 18) _____ Date: _____

X Parent/Guardian Signature (if applicable) _____