

# PARTICIPANT ASSUMPTION OF RISK, RELEASE AND AGREEMENT

In consideration of the services of **New Hampton School**, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **NHS**), I hereby agree to release, indemnify, and discharge **NHS** on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ropes course activities entails 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 without jeopardizing the essential qualities of the activity.

**NHS** programs are based on the "challenge by choice" principle. At any time you and / or your group are free to withdraw from participation in ropes course activities. **The risks include, among other things, the potential for:** slips, falls and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies and associated diseases.

Furthermore, **NHS** instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities, they might misjudge the weather.

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 **NHS** 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 **NHS** equipment or facilities, including such claims which allege negligent acts or omissions of **NHS**.
4. Should **NHS** 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. I 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 to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. I agree to **NHS's** exclusive use, to advertise and otherwise promote through the use of my photograph, and other print, video or electronic images, voice recordings and written expressions or ideas and opinions as produced during a **NHS** program.
7. I authorize representatives of **NHS** to share my medical information with other representatives of **NHS** as deemed necessary.

**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 NHS 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.**

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Signature of Participant

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Print Name

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Signature of Parent or Guardian  
(if participant is under 18)

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Print Name

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Address

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Phone

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Date