

Name: _____ Phone: _____ Date: _____

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In Consideration of the services of Broadway Hope, their agents, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf hereinafter collectively referred to as "Broadway Hope", I hereby agree to release, indemnify, and discharge Broadway Hope on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in outdoor adventure based activities such as land hiking, creek hiking, backpacking, camping, and low 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. Furthermore Broadway Hopes guides/instructors/facilitators 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, the elements, or the terrain. They may give inadequate warnings or instructions, and 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 Broadway Hope 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 Broadway Hopes equipment or facilities, including any such Claims which allege negligent acts or omissions of Broadway Hope.
4. Should Broadway Hope or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and to 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 myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of -all risks that maybe created, directly or indirectly by any such conditions.
6. In the event that I file a lawsuit against Broadway Hope I agree to do so solely in the State of New York, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone s hurt or property is damaged during my participation in this activity, I may be found by a court of law to have my right to maintain a lawsuit against Broadway Hope on the basis of any claim from which I have released him or her herein.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant (if over 18): _____ **Print Name:** _____

Address: _____ **Phone:**() _____

Date(s) of Activity: _____ **Date Signed:** _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ being permitted by Broadway Hope to participate in its activities and to use its equipment and facilities; I further agree to indemnify and hold harmless Broadway Hope 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.

Signature of Parent/Guardian: _____

Printed Name of Parent/Guardian: _____ **Date Signed:** _____