

Name: _____ Phone: (____) _____ - _____ Date: _____

Broadway Hope, INC.

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In Consideration of the services of Broadway Hope, 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 "Broadway Hope"), I hereby agree to release, indemnify, and discharge the 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.
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 usage of the Broadway Hope's equipment facilities, including any such claims which allege negligent acts or omissions of Broadway Hope.
4. I hereby grant permission for my child to be photographed during their activity in Broadway Hope, and the photographs may be used by Broadway Hope in digital or print forms for both informational or promotional purposes.
5. [] Check here if I do not want my child to be photographed. In condition of no photographing of my child, I am obligated to inform the organizer and Broadway Hope so that a yellow sticker, provided by Broadway Hope, can be placed on my child's right sleeve. During the group picture session, I assure that my child will voluntarily step aside.
6. 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 hold them harmless for all such fees and costs.
7. I certify that I have adequate insurance to cover any injury that I may incur or suffer while participating or else I agree to bear the costs of such injury 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 may be created, directly or indirectly by any such condition.
8. 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 that 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 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 the 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 understood it, and I agree to be bound by its terms.

(Everyone must sign the emergency contact)

Emergency Contact: (Name) _____ (Relation) _____ (Phone) _____

(If over 18, complete this portion)

Signature of Participant: _____ Print Name: _____ Date Signed: _____

Email Address: _____ Date & Duration of Activity: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (complete this portion for those under 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 or Guardian: _____

Printed Name of Parent/Guardian: _____ Date signed: _____