

# Acadia Mountain Guides Climbing School – Non NPS FORM

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Acadia Mountain Guides, Inc. (dba Acadia Mountain Guides Climbing School and Alpenglow Adventure Sports), 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 "AMG"), I hereby agree to release, indemnify, and discharge AMG, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, camping, challenge activities, backpacking, rock climbing, ice climbing and mountaineering entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain and slips and falls: being struck by rock fall, icefall, or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature, including lightning, weather changes, and avalanche; the risks of falling off the rock or mountain; the risks of exposure to insect bites; the risks of altitude and cold including frostbite and hypothermia; my own physical condition, and the physical exertion associated with this activity.

Furthermore, AMG employees 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 or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. I understand that I will be asked to share in the responsibility of community protection and agree to additional health screening, the use of face coverings, hand sanitizer, and social distancing practices if deemed necessary. I acknowledge I have read, understand and accept AMG's COVID special procedures.

3. 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.

4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AMG 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 AMG's equipment or facilities, including any such claims which allege negligent acts or omissions of AMG.

5. Should AMG 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.

6. 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 am willing to assume the risk of any medical or physical condition I may have.

7. In the event that I file a lawsuit against AMG, I agree to do so solely in the state of Maine and I further agree that the substantive law of Maine 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 document 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 AMG 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.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Signature of Parent or Guardian, if participant is under 18 years of age

In consideration of \_\_\_\_\_ (Minor) being permitted by AMG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AMG 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.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CONSENT FOR PHOTOGRAPHS AND VIDEO** - I authorize and release to Acadia Mountain Guides, Inc the use of my image in any photograph or video recording for any purpose of Acadia Mountain Guides, Inc.

Participant Signature: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_ v.5/22 AMG

# Acadia Mountain Guides Climbing School

## HEALTH STATEMENT AND EMERGENCY CONTACT

Participant Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Program Date: \_\_\_\_\_

Program Type (ie rock climbing): \_\_\_\_\_ Age: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Organization Name (if coming as part of an organized group or camp): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Parent / Guardian Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
(if different than above)

Address (if different than above): \_\_\_\_\_

### HEALTH STATEMENT

This trip / activity involves participation in outdoor activities which are, by their nature, physically and mentally demanding. Therefore, all participants must be free of medical or physical conditions which might create undue risk to themselves or to others who depend on them. If there is any doubt whatsoever about your ability to safely participate in this activity, you should have a physical examination by a physician. Acadia Mountain Guides, Inc. may also require a physician's consent as a precondition for participation. I declare that I am in good physical health and believe that I am able without reservation or limiting conditions to physically withstand and cope with the indicated rigors of this program.

### CONSENT TO TREATMENT

I hereby consent to any hospital care or medical or surgical diagnosis or first aid activities with Acadia Mountain Guides, Inc. and its agents, if I am not able at that time to give my written consent due to unconsciousness, disorientation or other mental incapacity. I also understand and agree that I am solely responsible for all appropriate charges for such services and that and its agents are under no duty to provide any first aid or medical treatment in any event. My signature indicates that I have read and understand the above.

### CONSENT TO TREATMENT OF MINOR

I authorize Acadia Mountain Guides, Inc personnel to call for medical care for the minor or to transport the minor to a medical facility or hospital if, in the opinion of such personnel, the minor needs medical attention. I further authorize appropriate personnel to render such medical treatment as is necessary for the health of the minor, in their professional opinion. I agree that once the minor is in the care of medical personnel or a medical facility, Acadia Mountain Guides, Inc shall have no further responsibility for the minor and I agree to pay all costs associated with such medical care and transportation.

1. Do you have any physical disabilities, conditions, past injuries or any other physical limitations that you have which could effect your participation in any way?  No  Yes (please explain)

2. Do you have any pertinent allergies or medications?  No  Yes (please explain)

3. Do you have any dietary restrictions?  No  Yes (please explain)

4. Describe your current physical fitness and level of activity:

5. Do you carry any medical insurance?  No  Yes ( please name provider) \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_

Reviewed by: \_\_\_\_\_