

# Adirondack Tubing Adventures, LLC.

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## **RELEASE OF LIABILITY, ASSUMPTION OF RISK WAIVER AND PHOTOGRAPHIC RELEASE**

In consideration of being allowed to participate in any way in the Adirondack Tubing Adventures, LLC. Program, its related events and activities, I/We, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE ADIRONDACK TUBING ADVENTURES, LLC., their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I consent to the use by ADIRONDACK TUBING ADVENTURES, LLC. or by anyone authorized by it, for the purpose of advertising or trade, to the use of any picture, photograph, or moving picture of me and/or recordings of my voice or any reproduction of same in any form.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENTS, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHT BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
PARTICIPANTS SIGNATURE

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
Street or PO Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

AGE: Under 18 \_\_\_\_\_ 18-35 \_\_\_\_\_ 36-59 \_\_\_\_\_ Over 59 \_\_\_\_\_

### **FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child, and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

\_\_\_\_\_  
Parent/Guarding Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

