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PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **The Wayfinder Experience**, 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 "WFE"), I hereby agree to release, indemnify, and discharge WFE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking (including night hikes) 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 simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping and falling; falling objects, snow, rocks, and/or ice; water hazards; accidental drowning; exhaustion; extreme temperature exposure which could lead to hypothermia, sunstroke, sunburn, and heat exhaustion; dehydration; possible encounters with wild animals, insects, and hazardous plants.

Furthermore, WFE 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. 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 and forever discharge, and agree to indemnify and hold harmless WFE from any and all claims, demands, or causes of action, which are in any way connected with me or my child's participation in this activity or use of WFE equipment or facilities, including any such claims which allege negligent acts or omissions of WFE.

4. Should WFE 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 myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. 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.

7. I acknowledge that participating in capture the flag, dodge ball, jousting, swimming, hiking, and other party activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to my child or me. In consideration of me or my child being permitted by WFE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless WFE from any and all claims which are brought by, or on behalf of my child, and which are in any way connected with such use or participation by my child.

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 WFE 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

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

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

In consideration of (print minor's name) _____ ("Minor") being permitted by WFE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless WFE 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.

Parent or Guardian _____ Print Name _____ Date _____

Event Name _____ Event Dates ____/____/____ through ____/____/____