



ADVENTURES

IN GOOD COMPANY

Participant agreement, release, and acknowledgment of risk

Adventure trips sometimes require more than the amount of exertion to which you are accustomed in your daily routine. If you have heart or lung trouble, or have had a disabled knee, ankle, or back, you should have a realistic attitude about your physical capabilities. If you are generally healthy, but a little out of shape, preconditioning is advisable for Adventures in Good Company trips.

I have been informed that the women who guide for Adventures in Good Company (hereinafter referred to as AGC) have excellent safety records and that they and AGC make every reasonable effort to safeguard me and my belongings. However, in consideration of the services of AGC their agents, owners, officers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release and discharge AGC, 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 hiking, biking, canoeing, cross country skiing, kayaking, rafting, dog sledding, camping, and backpacking 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, AGC guides have difficult jobs to perform. While safety conscious, 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 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, forever discharge, and agree to indemnify and hold harmless AGC 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 AGC's equipment or facilities, including such Claims which allege negligent acts or omissions of AGC
4. Should AGC 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. I further certify that I have no medical or physical conditions that would 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.
6. In the event that I file a lawsuit against AGC I agree to do so solely in the state of Maryland, 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 portion shall remain in full force and effect.
7. I grant permission to AGC and other trip participants to make videos and photographs and to use them for promotion and/or commercial purposes without recourse or compensation to me.

By accepting 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 waive my right to maintain a lawsuit against AGC on the basis of any claim from which I have released herein.

I have had sufficient opportunity to read this entire document, and to have all my questions answered. I have read and understood it, and I agree to be bound by its terms.