



# Queensbury PARKS & RECREATION

742 Bay Road, Queensbury NY 12804-9725 | T: (518) 761-8216 | F: (518) 798-3194 | <http://recreation.queensbury.net>

## PARTICIPANT INFORMATION/MEDICAL AUTHORIZATION/HOLD HARMLESS WAIVER

Program Name:     **HIGH ADVENTURE CAMP**    

Participant's Name: \_\_\_\_\_ Gender: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Current Grade (2020-2021): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Parent/Legal Guardian: \_\_\_\_\_

Parent/Guardian Work Phone/Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Physician's Name: \_\_\_\_\_ Physician's Phone: \_\_\_\_\_

Person to contact in an emergency: \_\_\_\_\_ Relationship: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

Can your child swim and/or does he/she have concerns regarding exposure to the water (please explain)? \_\_\_\_\_

Special medical conditions (allergies, medications, special needs or disabilities, etc.): \_\_\_\_\_

**NOTE: Please provide the department with allergy information; especially, to bee stings, since this is an outdoor program, and provide your child with an Epi-pen (to be SELF-ADMINISTERED-department personnel is not authorized to administer), if this is appropriate for your child's care.**

### AUTHORIZATION FOR MEDICAL TREATMENT

I authorize minor medical treatment, such as: ice packs, band-aids, etc. Yes \_\_\_\_\_ No \_\_\_\_\_ (please check one)  
In the event that emergency medical or dental treatment is needed, I permit and authorize the Town of Queensbury Parks and Recreation Department representative/vendor and/or Program Supervisor to seek and provide such treatment in my absence.

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Date

By providing my signature below, I have carefully reviewed the health information above and attest to its accuracy and consent to my child's participation in the aforementioned program.

### HOLD HARMLESS AGREEMENT

The undersigned hereby agrees to indemnify, save harmless, and waives liability of the Town of Queensbury, the Town Board, the Parks and Recreation Department, employees and volunteers thereof, for any responsibility should an accident or injury occur to the undersigned participant as a result of participation in any program sponsored by the Queensbury Parks and Recreation Department or while using recreation program facilities.

\_\_\_\_\_  
Signature of Parent/Legal Guardian or Participant (if age 18 and over)

\_\_\_\_\_  
Date

## Aerial Adventure/Camp Waiver



### PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

WARNING! All forms of sports, resort and mountain activities involve many risks, dangers and hazards and can result in injury or potentially death.

I understand that I need physical strength and stamina to participate in the West Mountain Aerial Adventure Course.

I hereby acknowledge that I understand the risk of injuries and physical demands which are associated with my participation in the West Mountain's Aerial Adventure Course. I understand that I will be in a safety harness which I am required to wear for the entire course and I will have two safety lines which I will be required to fasten and unfasten to the main safety lines as I make my way along the course. I agree that at all times I will keep at least one safety line attached to the main safety line.

I agree that if it is determined by a staff member that I am unfit to continue participation in the course because I lack the physical strength to complete the course, because I am not following instructions or for any other reason at West Mountain is sole discretion I will be asked to leave the course. I understand that I will not be entitled to a refund of fees paid.

I will need to be alert to help avoid inherent risks of these activities including, but not limited to: changing weather conditions; loss of balance or control; exposed rock, earth, trees, stumps, forest growth and other natural objects; encounters with domestic and wild animals, use of chairlifts; terrain variations that may create bind spots and areas of reduced visibility; variations in the surface or sub-surface; streams, creeks or exposed holes in the ground; cliffs, work roads and water bars; collisions with other people, lift towers, fences, equipment, structures or vehicles; failure of other persons to stay in control.

I will need to ALWAYS BE VIGILANT, especially when loading and unloading lifts, within the adventure course, on trails etc., and follow all instructions.

By signing this waiver, I freely and voluntarily accept all risk of property damage, personal injury, or death occurring at West Mountain that results from the inherent potential risks of all resort and mountain activities and my participation in those activities. I agree that the "inherent risks" of the activities I participate in includes those risks listed or reasonably inferred from above and any other risks not listed and associated with mountain activities.

I agree to abide by all terms and conditions of use of West Mountain premises and mountain and resort activities and to fully comply with posted rules of conduct.

I PROMISE NOT TO SUE West Mountain for liability, property damage, personal injury, or death. I agree that if anyone makes claim against West Mountain resulting from my participation in these resort and mountain activities on their premises or use of their facilities, I will defend, indemnify and hold West Mountain harmless including all attorney fees and costs incurred by West Mountain including to enforce this obligation.

I agree to cover the cost repair or replacement if I damage or lose any loaned mountain equipment.



## Aerial Adventure/Camp Waiver

I consent to this agreement that legally binds me, my heirs and assigns. I agree that all disputes and /or lawsuits under this contract and /or arising from the use of the facilities at West Mountain shall be litigated exclusively in the Supreme Court of the State of New York, County of Warren, or in the United States District Court for the Northern District of New York.

In addition, I understand that while participating in this kind of activity or related activities I may be photographed. By signing this waiver, I authorize any initial and subsequent disclosure or publication of the photograph(s) at any time.

I have read and understand all the terms and conditions stated in this form and voluntarily agree to take part in activities. Participants under 18 must have the signature of an adult.

I AGREE TO FOLLOW THE FOLLOWING PARK GUIDELINES:

- All Trails Start at a Hub (there are 3 Hubs)
- Participants are encouraged to complete the trails in order (yellow, green, blue, then black)
- Please stay on walking paths at all times
- All equipment must be used safely and as directed
- At least one carabiner must be attached to marked attachment points and cables at all times
- I will only participate if I am physically fit and am not under the influence of alcohol or medication
- Please obey all instructions as provided by West Mountain staff
- SMOKING is not allowed anywhere on the mountain
- In Case of extreme weather conditions, management may be required to evacuate the park to ensure the safety of all guests.
- West Mountain is not responsible for any lost, stolen or damaged property
- No clothing may be tied around the waist
- All supplied equipment will be returned immediately after its use
- Please make sure to throw all garbage in the appropriate garbage cans

By signing below, you agree that you have read and agreed to all the provisions above.

**I and my family dependents agree to the terms of this waiver.**

Print name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print dependent name \_\_\_\_\_

Print dependent name \_\_\_\_\_

Print dependent name \_\_\_\_\_





### **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Apex Capital LLC (West Mountain) has put in place preventative measures to reduce the spread of COVID-19; however, Apex Capital cannot guarantee that you will not become infected with COVID-19. Further, participation could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – PLEASE INITIAL EACH PARAGRAPH

\_\_\_\_ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at West Mountain may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Apex Capital's employees, volunteers, and program participants and their families.

\_\_\_\_ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at West Mountain. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Apex Capital LLC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Apex Capital LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at West Mountain Ski Area.

\_\_\_\_ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which 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.

\_\_\_\_ INITIALS In the event that I file a lawsuit, I agree to do so in the state where West Mountain is located, and I further agree that the substantive law of that state shall apply. 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.

\_\_\_\_ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

\_\_\_\_ INITIALS I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

\_\_\_\_ INITIALS If I have signed a separate general waiver of liability connected to my participation at West Mountain, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

\_\_\_\_ INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation at West Mountain

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Date \_\_\_\_\_

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_

**KAYAK SHAK**  
**RELEASE OF LIABILITY PLEASE READ CAREFULLY BEFORE SIGNING.**  
**THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS**  
**(Continued from other side)**

I have read this Release of Liability (previous page), understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE TO MINOR CHILD'S PARENT OR GUARDIAN**

Read both sides of this form completely and carefully. You are agreeing to let your child/minor engage in an unsupervised hazardous activity (the "Activities"). You are agreeing that there is a chance your child/minor may be seriously injured or killed by participating in these Activities because there are certain dangers inherent to the Activities which cannot be avoided or eliminated. By signing this form, you are giving up your child's/minor's right to recover from Luna Nueva LLC dba Kayak Shak, and its agents, owners, members, directors, employees, volunteers, subsidiaries, related entities and its successors and assigns in a lawsuit for any personal injury, including death, to your child/minor and any property damage that results from the risks that are a part of the Activities. You have a right to refuse to sign this form, and Luna Nueva LLC dba Kayak Shak has the right to refuse to let your child/minor participate if you do not sign this form.

Name of Minor: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Print Name of Parent/Legal Guardian: \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_ Todays Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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**Time Out:** \_\_\_\_\_

**Time In:** \_\_\_\_\_

**Type:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**KAYAK SHAK**  
**RELEASE OF LIABILITY PLEASE READ CAREFULLY BEFORE SIGNING.**  
**THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS**

Print Name of Participant: \_\_\_\_\_ Todays Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

In consideration of being permitted by Luna Nueva, LLC dba Kayak Shak (the "Kayak Shak") to participate in its unsupervised activities (the "Activities") and to use its equipment and facilities, I hereby agree to release, indemnify, defend and hold harmless Kayak Shak, and its agents, owners, members, directors, employees, volunteers, subsidiaries, related entities and its successors and assigns (the "Released Parties") as follows:

1. I declare and represent that I am at least eighteen (18) years of age and I am in good health, physically fit and capable of engaging in the Activities. I agree to wear a PFD (lifejacket) at all times.
2. I agree and understand that the Activities are considered HAZARDOUS. Further, I recognize that there are risks, including, but not limited to:
  - a. Changing and/or unpredictable weather conditions (i.e. wind, inclement weather, lightning, temperature);
  - b. Changing and/or unpredictable water conditions (i.e. flow, tides, currents, waves, hidden and underwater obstacles);
  - c. Collision with other participants, watercrafts, manmade or natural objects;
  - d. Collision, capsizing, overturning, sinking or other hazards that may result in wetness , injury, exposure to the elements, hypothermia and/or drowning;
  - e. The presence of insects, bacteria or marine life forms;
  - f. Heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
  - g. My sense of balance, physical condition, ability to operate equipment, swim and/or follow directions;
  - h. Equipment failure or operator error;
  - i. Fatigue, chill and/or reaction time and increased risk of accident.

I recognize that injuries are a common and ordinary occurrence of the Activities. I hereby agree to freely and expressly ASSUME and ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH and I voluntarily elect to participate in the Activities.

3. I agree that it is solely my responsibility to conduct a reasonable, visual inspection of the kayak, canoe, and/or paddleboard, life jacket and any other equipment I will be using, and in doing so, to familiarize myself with the kayak, canoe, and/or paddleboard, life jacket and any other equipment.
4. I agree and understand that I will be responsible for reasonable replacement costs for any equipment of Luna Nueva LLC dba Kayak Shak that I may lose or damage during my participation in the Activities.
5. By execution of this release I hereby release, indemnify, defend and hold harmless the Released Parties from any and all liability, claims, demands, losses or damages, costs, fees, including reasonable attorneys' fees, which are in any way connected with my participation in the Activities or my use of any equipment or facilities of the Released Parties.
6. In the event that I file a lawsuit against Luna Nueva LLC dba Kayak Shak, I agree to do so solely in the County of Saratoga, State of New York and I further agree that the laws of the State of New York shall apply in that action without regard to the conflict of law rules that may apply. I agree that in the event any section of this Release is found to be void or unenforceable, the remaining terms shall remain in full force and effect.
7. If the participant is a minor, I agree that this Release of Liability is made on behalf of that minor participant and that all of the releases, waivers and declarations herein are binding on that minor participant. I represent that I have the full authority as a Parent or Legal Guardian of the minor participant to bind the minor participant to this Release.
8. This Release shall be binding upon my distributees, heirs, executors, administrators, personal representative, and assigns.

I have read this Release of Liability, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_\_