



## PARTICIPANT INFORMATION/MEDICAL AUTHORIZATION/HOLD HARMLESS WAIVER

Program Name:     **HIGH ADVENTURE CAMP**    

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

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Current Grade (2019-2020): \_\_\_\_\_

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

**INFORMED CONSENT: CHALLENGE COURSE**

Risks	Prevention	Treatment
Strains, sprains, dislocations or broken bones	Climb within abilities	Administer proper first aid, inform staff of injury for assistance
Blisters, hot spots, soreness	Wear properly fitted footwear, clothes and equipment	Inform staff of the discomfort assistance
Frostnip, frostbite, hypothermia	Wear proper clothing (gloves, wool socks, etc.). Eat and drink proper amounts	Get to a warm area and warm affected body parts slowly
Sore muscles	Climb slower, carry less weight, take more breaks	Inform staff of the discomfort for assistance
Dehydration	Drink plenty of water (a liter every couple of hours)	Rest and slowly drink plenty of water
Scrapes and cuts	Climb within abilities. Wear proper clothing	Inform staff of any injuries
Heat exhaustion or heat stroke	Wear proper clothing. Rest if you become too hot. Drink plenty of fluids.	Rest in shaded area, drink plenty of fluids. If signs of heat stroke are evident, seek medical attention.
Getting hit by falling object	Be alert. Wear a helmet.	Inform staff of injury for assistance
Hair, clothing or jewelry getting caught in pulleys or other parts of challenge course	Tie back long hair. Remove rings, dangling earrings, watches, etc., and wear proper clothing (i.e. avoid loose sleeves).	If caught, remain calm and ask staff for assistance.
Death or serious injury	Wear proper safety gear. Check to see if carabiners are secure. Make sure belayer is ready BEFORE you climb.	Inform staff of any injuries

I have read and understand the risks listed above and have received a safety briefing on risks associated with this activity and how to avoid them. I agree to take an active part to protect myself and my fellow participants during this activity. I realize there are other risks and/or dangers that may exist and I will avoid these also, and I will not participate in unsafe practices and I will inform the staff of any dangers known to me that may cause injury to myself or others. I will be on time for all scheduled meetings and events.

Furthermore, I agree to respect the rights and feelings other participants and staff and to act in a supportive and caring manner during my participation in this event. I will take care of myself by letting others know what I need. I will try everything that I am asked to do by staff. I understand I have the right not to participate if I don't feel physically or emotionally safe. I will follow all safety guidelines given by staff. I will not use equipment without proper supervision.

I understand that I should do nothing that may harm the environment or destroy its natural beauty, so that anyone who follows me may enjoy what nature provides. I will carry my trash out to a suitable trash container. I agree not to bring a radio/cell phone, beeper on a trip unless I have written permission from the trip leader. I have read and understand the alcohol/drug use policy defined in the Student Handbook and agree to abide by them.

I have read all of this informed consent and understand that I may be dismissed from participation for refusing to abide by its contents.

Participant Initials: \_\_\_\_\_

Parent/Guardian Initials (if Participant under 18): \_\_\_\_\_

## ASSUMPTION OF RISK AND INSURANCE CERTIFICATION

Many recreational activities and outdoor adventure programs involve substantial risks of bodily injury or death, property damage, and other dangers associated with participation in such activities. Dangers related to such activities include, but are not limited to: hypothermia, broken bones, strains, sprains, bruises, drowning, concussions, heart attacks, and heat exhaustion.

Each participant in these activities should realize that there are risks and dangers inherent in them, and also in the training for, participation in, and travel to and from such activities. It is the sole responsibility of each participant to participate only in those activities for which he or she has the prerequisite skills, qualifications, preparations, and training.

The undersigned acknowledges that SUNY Adirondack does not warrant or guarantee in any respect the safety or health of any individual participant in any outdoor program or recreational activity.

I acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my participation in such voluntary outdoor programs or recreational activities, and that I am solely responsible for maintaining adequate health and accident insurance coverage for such costs.

I accept and assume all risks, hazards, and dangers involved in such activities in which I may elect to participate including the training, preparation for, and travel to and from the site of such activities or programs.

## RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

The undersigned hereby acknowledges that participation in outdoor adventure programs and recreational activities involves an inherent risk of physical injury and assumes all such risks. The undersigned hereby agrees that for the sole consideration of SUNY Adirondack (the "Institution") allowing the undersigned to participate in voluntary recreational programs or outdoor activities in connection there with, and making available to the undersigned for his or her use while participating in such programs or activities, certain equipment, facilities, grounds, or personnel of the Institution, the undersigned participant does hereby waive liability, release and forever discharge SUNY Adirondack and the Board of Regents of the State University of New York, its members individually, its officers, agents, or employees from any and all demands, rights, and causes of action of whatever kind or nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my voluntary participation in or in any way connected with such outdoor programs and recreational activities.

I further covenant and agree that for the sole consideration stated above I will not sue SUNY Adirondack, the Board of Regents of the State University of New York, its members individually, its officers, agents, or employees for any claim for damages arising or growing out of my voluntary participation in recreational programs or outdoor activities.

I understand that the acceptance of this Release, Waiver of Liability, and Covenant Not to Sue the Institution or the Board of Regents of the State University of New York or any member, officer, agent or employee thereof, shall not constitute a waiver, in whole or in part, of sovereign or official immunity by said Board, its members, officers, agents, and employees.

This Release, Waiver of Liability, and Covenant Not to Sue shall remain in effect for as long as I am a participant in outdoor adventure programs or recreational activities offered by the Institution. Further, I understand that, if I am an employee or student at the Institution, this Release, Waiver of Liability, and Covenant Not to Sue shall be effective during the entire period of my enrollment or employment at the Institution.

I certify that I am 18 years of age and suffering under no legal disabilities and that I have carefully read and understand this notice.

Print Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent/guardian (if Participant is under 18): \_\_\_\_\_

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

**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 \_\_\_\_\_