



SNOWSHOEING RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(Please initial on the line following each numbered paragraph to indicate you have read and understood that paragraph, then sign at the bottom in the presence of a Natural Stone Bridge & Caves employee who will sign the document as witness.)

In consideration of being permitted to participate in the activity known as the Natural Stone Bridge & Caves Snowshoe Tour, or being permitted to enter for any purpose the SNOWSHOE TRAILS, the undersigned, for him/her self or for his/her participating minor child, and any personal representative, heirs, and the next of kin (collectively "Participant"), hereby agrees and covenants with Natural Stone Bridge & Caves Inc., its Directors, stock holders, representatives, vendors, agents and employees (collectively "Releasee") as follows:

1. Participant acknowledges that the activity of SNOWSHOEING and access to the SNOWSHOE TRAILS that have **hazards** which involve the risk of personal injury, serious injury and/or death and/or property damage and which include, but are not limited to, negligent acts or omissions by Releasee and its and its employees, unknown conditions, loss of vision due to snow or darkness, slippery surfaces, dislodged rocks, trees falling down, wild animals, temperature variation, equipment malfunction, and others. The undersigned also expressly acknowledges that injuries received and/or property damage incurred may be caused, compounded or increased by negligent rescue operations or procedures of Releasee. _____

2. PARTICIPANT EXPRESSLY AND VOLUNTARILY **ASSUMES ALL RISK AND RESPONSIBILITY** FOR AND RELEASES RELEASEE FROM, ALL CLAIMS, DEMANDS, CAUSES OF ACTION, INJURIES AND /OR DAMAGES ARISING FROM PARTICIPATION IN THE SNOWSHOE TOUR AND OR ENTRANCE TO RESTRICTED AREAS (**OFF THE MARKED TRAILS**), INCLUDING WITHOUT LIMITATION, DEATH, PERSONAL INJURY, PROPERTY DAMAGE, AND LOSS OR LIABILITY, INCLUDING THAT ARISING FROM THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEE, AS WELL AS, HIDDEN, LATENT, OR OBVIOUS DEFECTS OR HAZARDS IN THE EQUIPMENT OR IN THE FOREST ENVIRONMENT ITSELF WHICH MAY BE ENCOUNTERED AND/OR INCURRED ON THE SNOWSHOE TRAILS OR IN RESTRICTED AREAS (**OFF THE MARKED TRAIL**) (OR WHICH MAY BE ENCOUNTERED AND/OR INCURRED BY THE PARTICIPATING MINOR CHILD). _____

3. Participant declares that he/she (or my participating minor child) has **no history of illness or injury that may hinder ability to participate** on the Natural Stone Bridge & Caves SNOWSHOE TOUR. Participant hereby assumes full responsibility, both financial and legal, and releases Releasee from any liability or responsibility, for any previous illness or injury to himself/herself (or my participating minor child) which may be exacerbated in any manner by participation in the Natural Stone Bridge & Caves SNOWSHOE TOUR. _____

4. WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY RELEASEE, INCLUDING, WITHOUT LIMITATION, **NEGLIGENT GUIDE OR RESCUE OPERATIONS**, AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF NEW YORK AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. _____

5. Participant agrees to be financially **responsible for any medical treatment and/or any necessary emergency evacuation** resulting from participation (or that of the minor child) on the Adventure Tour or the exploration of any restricted area. _____

6. I have **read** this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, **fully understand** its terms, understand that I released and granted substantial rights by signing it, and have signed it freely and voluntarily without any undue inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. This agreement shall be governed by the laws of the State of New York. _____

Signature of Participant and/or
Parent/Guardian of Participating Minor Child

Today's Date

Signature of Witness

PLEASE PRINT THE FOLLOWING INFORMATION:

Name

Name of participating minor child (if any) _____

Address _____

City _____ State _____ Zip _____

Phone (_____) _____

E-MAIL: _____

IN CASE OF EMERGENCY PLEASE CALL :
