

Acknowledgement of Risks and Release of Claims
New Hampshire Outing Club - *Water Based Activity*

Name of Participant _____

Academic Year _____

This Acknowledgment of Risks and Release of Claims (the “Release”) is notice to the participant or legal guardian of the participant (hereinafter individually and collectively referred to as the “Participant”) of the risks inherent to water based activities (the “Activities”) offered by the New Hampshire Outing Club (the “NHOC”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Participant hereby agrees as follows:

1. Acknowledgement by Participant. Participant, on behalf of him/herself and his/her heirs, representatives, assigns and any other person or entity claiming by, through, or under him/her (collectively the “Participant Parties”), does hereby acknowledge that by participating in the Activities on a trip with the NHOC, Participant exposes him/herself to potential risks including but not limited to: hypothermia, frost bite, sprained/strained muscles, sprained/strained tendons, broken bones, head trauma, foot entrapment, drowning and other causes of injury or death as well as possible failure in personal or borrowed equipment.

2. Release by Participant. Participant, on behalf of him/herself and the Participant Parties, does hereby unconditionally remise, requite, release and forever discharge the NHOC and its directors, officers, employees, agents, affiliates, successors and assigns (collectively the “NHOC Parties”), from any and all claims, demands, judgments, liabilities, obligations, indebtedness, damages and causes of action of whatever character (whether arising in contract or tort, and whether founded upon statutory or common law), whether known or unknown, at law or in equity, absolute or contingent (collectively the “Claims”), which the Participant Parties ever had or may now or hereafter have against the NHOC Parties. Participant, on behalf of him/herself and the Participant Parties, hereby agrees not to pursue or bring to any federal, state or other governmental authority or court any Claim, complaint or charge against any of the NHOC Parties relating to any of the matters released hereby, and further, agrees that it and the Participant Parties would not be entitled to any remedy or relief if him/her or they were to pursue or bring any such Claim, complaint or charge.

3. Further Agreements by Participant. Participant, on behalf of him/herself and the Participant Parties, hereby understands agrees (i) that the programs offered through the NHOC may take place in a wilderness environment, and may include but are not limited to, the following potentially hazardous activities: hiking, camping, canoeing, kayaking, swimming, initiative activities, bouldering, rock climbing, sledding, skiing, snowboarding, ice climbing, mountaineering, and transportation (“Hazardous Activities”); (ii) that Hazardous Activities may cause personal injury, property damage, illness and even death; (iii) this Release relates to all claims and liability during or after a trip with the NHOC resulting from a preexisting medical condition and that Participant has read, understands and completed in full the medical form provided by the NHOC, and that the NHOC is not responsible or liable for any omissions or errors on the medical form; (iv) that the NHOC is a student run organization and is not a

professional guide service; (v) that Participant has read the clothing and equipment lists provided by the NHOC and accepts full responsibility for his/her inadequate clothing or equipment.

4. Governing Law; Jurisdiction. This Release and the rights and obligations of the parties hereunder shall be governed by and construed according to the laws of the State of New Hampshire without giving effect to the principles of conflicts of law thereof. The parties hereby submit to the jurisdiction of the courts of the State of New Hampshire and the United States District Court for the District of New Hampshire in any action or proceeding arising out of or relating to this Release. The parties hereby waive any objection they may have to venue to any such action or proceeding and to the defense of an inconvenient forum with respect thereto.

5. Binding Effect; Assignment. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns and legal representatives. This Release may be assigned, in whole but not in part, by the NHOC to any successor to the NHOC or its business or to any subsidiary or affiliate of the NHOC.

Signature of Participant _____ Date _____

Parent or Guardian (if Participant is under 18 years of age):

(If the individual executing this Release is under the age of 18, the following must be executed by the individual's parent or legal guardian.)

I hereby certify that I am the parent or legal guardian of the Participant. Acting both for myself individually and on behalf of said Participant, I consent to the execution of the forgoing Release by the Participant and the grant of rights and the release of liability made therein.

Signature of Parent or Legal guardian _____ Date _____