



Please copy or email a signed Acknowledgment of Risk (AOR) form for all attendants. AOR form can be emailed, or a hard copy can be delivered at time of arrival.

ACKNOWLEDGMENT OF RISKS

In consideration of the services of Northeast Wilderness Experience their officers, agents, and employees, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “NEWE”) I agree as follows:

Although NEWE has taken reasonable steps to provide me with the appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, NEWE has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. NEWE does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describe some, but not all, of those risks.

- Outings may occur in remote places, many miles from medical facilities. Communication and transportation can be difficult and sometimes evacuations and medical care may be delayed.
- Equipment may fail or malfunction, despite reasonable maintenance and use. Attendant risks include loss of control of bicycle, kayak or other non-motorized vessel; collision with other participants, equipment, boats, vehicles, natural or man-made obstacles whether obvious or not.
- Travel is by vehicle, snowshoe, skis, foot, canoe, kayak, bicycle, paddleboard and other means, over unpredictable environments, including: rugged terrain, boulder fields, downed timber, rivers, rapids, river crossings, snow and ice, steep slopes, loose stones, and slippery rocks. Attendant risks include, scrapes, bruises, cuts, broken bones, concussion, submersion in water, falling, drowning, and others usually associated with such travel, including environmental risks. These are only some examples of such risks.
- Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes or predators, including large animals; falling and rolling rock; lightning, avalanches, flash floods and unpredictable forces of nature, including weather which may change to extreme conditions without notice and result in unpleasant conditions. Possible injuries and illnesses include hypothermia, shock, frostbite, sunburn, heatstroke, dehydration, and other mild or serious conditions. These are only some of the examples of such injuries.
- Physical activities include running, paddling, sustained climbing, biking, and hiking.
- Decisions are made by the trip leaders based on a variety of perceptions and evaluations which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a student’s or participant’s capabilities, environment, terrain, water and weather conditions, natural hazards, routes and medical conditions.



ACKNOWLEDGMENT OF RISKS (cont'd)

- Rock climbing on natural and artificial walls entails known and unanticipated risks including: climbing on or falling from loose and/or damaged artificial holds; the artificial climbing structures; falling to the ground, on others, or being fallen on by other users; abrasions from the walls, ropes, pads or the floor; equipment failure, belay failure or climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; or my own negligence. These are only some of the examples of such risks.

I am aware that outdoor activities entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risk.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of NEWE has been available to more fully explain to me the nature and physical demands of this activity and the inherent risk, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of private/personal property and expenses as a result of those inherent risk and danger identified herein and those inherent risks and dangers not specifically identified and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives and estate and for all members of my family, including minor children.

While we wish that we could control every possible risk, and while we will use our best efforts to keep you and/or your child safe from communicable diseases including the COVID 19 virus, we want to make clear that we cannot promise or guarantee that any activities will be free from this or any other pathogens, and that by the very nature of the personal interaction that may take place there is always a risk of you and/or your child becoming ill with this or any other communicable disease. We want you to be fully aware of this risk that you are willing to assume and accept it on your child's behalf.

It is agreed that any dispute or cause of action arising between the parties, whether out of this agreement or otherwise, can only be brought in the Wayne County Courthouse located in Honesdale, PA and shall be construed in accordance with the laws of Pennsylvania.



ACKNOWLEDGMENT OF RISKS (cont'd)

I agree that any dispute concerning, relating, or referring to this contract, any representation concerning my child's camping experience, or the camping experience itself shall be resolved exclusively by binding arbitration in Wayne County, Pennsylvania according to the then existing commercial rules of the American Arbitration Association and the substantive laws of that state.

Please copy or email a signed Acknowledgment of Risk (AOR) form for all attendants. AOR form can be emailed, or a hard copy can be delivered at time of arrival.

Print

Signature

Date

Signature of Parent or Guardian, if participant is under 18 years of age.

Print

Signature

Date



NEWE Photo Release Form

I hereby grant *Northeast Wilderness Experience (NEWE)* permission to use my likeness in a photograph, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of *NEWE* and will not be returned. I authorize *NEWE* to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge *NEWE* from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

Print Name: _____

Signature: _____ | Date: ___ / ___ / ___