

**Rock, Ice Climbing/ Kayaking/ Youth Camp/ Gear Rental (Circle One)**  
**PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of Vertical Dreams Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities in any capacity on their behalf, I hereby agree to release and discharge Vertical Dreams Inc., on behalf of myself, my children, my parents, heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that my participation in outdoor based activities such as whitewater kayaking, sea kayaking, outdoor rock climbing, ice climbing and or hiking, entails know and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore Vertical Dreams guides, instructors, facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Vertical Dreams Inc. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Vertical Dream's equipment, vehicles or facilities, including any such claims which allege negligent acts or omissions of Vertical Dreams.
4. Should Vertical Dreams Inc. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify 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 cost of- all risks that may be created, directly or indirectly, by any such condition.
6. in the event that I file a lawsuit against Vertical Dreams Inc. I agree the Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Vertical Dreams Inc. or its agents is a party shall be the Hillsborough County Superior Court, Northern Judicial District, located in Manchester, New Hampshire. I further agree that the substantive law of New Hampshire shall apply in that action without regard to the conflict of law rules of that state.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Vertical Dreams on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**I hereby declare that I am not under the influence of recreational drugs or alcohol at this time, or through Vertical Dreams.**

**Signature of participant: X \_\_\_\_\_ Print Name: X \_\_\_\_\_**

**Address: X \_\_\_\_\_ City: X \_\_\_\_\_ State: X \_\_\_\_\_**

**Zip: X \_\_\_\_\_ Phone: X \_\_\_\_\_**

**Parent's or Legal Guardian's Additional Indemnification**  
(Must be completed for participants under the age of 18.)

In consideration of X \_\_\_\_\_ (print minors name.)  
("Minor") being permitted by Vertical Dreams Inc. to participate in its activities  
and to se its equipment and facilities. I further agree to indemnify and hold  
harmless Vertical Dreams Inc. from any and all clams which are brought by, or on  
behalf of Minor, and which are any way connected with such use or participation  
by Minor. I represent that I have read all of the information on this and the other  
pages(s) of this form, and that I acknowledge and agree to the terms of this release  
on the minor's behalf.

Parent's or Legal Guardian's Signature: X \_\_\_\_\_  
Print Name: X \_\_\_\_\_

**Medical Information**

**Do YOU HAVE ANY PRE-EXISTING MEDICAL CONDITIONS?**

(Please list conditions such as allergies, recent surgery, conditions that requires  
medication, circulatory or respiratory conditions, and any other conditions that  
you may have.)

YES x \_\_\_\_\_ NO x \_\_\_\_\_

**IF YES PLEASE EXPLAIN: X \_\_\_\_\_**

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I understand that the receipt of this information by Vertical Dreams Inc.  
does not in any way waive any provision elsewhere in this release; this information  
is requested solely to assist medical personnel in the event that I am incapacitated  
and unable to communicate such medical conditions to medical personnel on my  
own. I acknowledge that Vertical Dreams is not responsible for using this  
information to determine my fitness for engaging in the risky activity in which I  
will be participating.

**DUE TO HEALTH REASONS, PREGNANT WOMEN WILL BE  
PROHIBITED FROM PARTICIPATING IN VERTICAL DREAMS  
OUTDOOR ACTIVITIES.**