

Hilltoppers Adventures

WAIVER AND RELEASE OF LIABILITY 2026-2027

In consideration for the rights and privileges associated with membership and participation in Hilltoppers Adventures programs, I acknowledge and agree to be bound by the following:

1. Identification of Risks. I understand that participation in outdoor recreational activities, including but not limited to cross-country skiing, hiking, climbing, camping, paddling, and other outdoor adventures, as well as preparation for, participation in, and instruction of such activities, involve risk of serious injury, including permanent disability, death, and other losses, due to the actions or negligence of myself or others, weather conditions, terrain hazards, equipment failure, or other causes.

2. Assumption of the Risk. I agree that I am responsible for my safety (or my child's safety) while participating in activities associated with Hilltoppers Adventures and that such responsibility includes participation only: a) when I am (or my child is) both physically and psychologically prepared to participate safely, b) after fully familiarizing myself with the venue before beginning the activity, and c) while using equipment of a type and condition reasonably necessary to safely participate. I assume all risk connected with and responsibility for any injury or loss connected with my (or my child's) participation.

3. Waiver. Aware of the risks and willing to assume them, I hereby waive, release, and agree to hold harmless Hilltoppers Adventures, its affiliates, subsidiaries, officers, directors, board members, agents, coaches, instructors, volunteers, event organizers, sponsors, and venue owners (Released Parties) from any and all claims by me for any liability, injury, loss, or damage in any way connected with my (or my child's) participation in activities associated with Hilltoppers Adventures, except where caused by the gross negligence or willful or wanton misconduct of any of the Released Parties. I intend for this waiver and release to also apply to relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns who may pursue any legal action or claim on my behalf.

4. Insurance. I currently have, and agree to maintain throughout the time of participation, valid and sufficient medical and accident insurance. I understand that this is my sole responsibility and release all persons and entities from providing this coverage for me (or my child).

5. Medical Authorization. In the event of an emergency, I authorize Hilltoppers Adventures staff and volunteers to seek and consent to medical treatment for myself (or my child) if I cannot be reached. I agree to be responsible for any costs associated with such medical treatment.

6. Communicable Disease. I recognize the possibility and risk of exposure to or infection of COVID-19 or other communicable diseases associated with participation in Hilltoppers Adventures activities, and that such exposure or infection may result in personal injury, illness, permanent disability, death, or other damages or expenses. I understand that such exposure or infection can

occur for any number of reasons which are both foreseeable and unforeseeable, including but not limited to my own actions or inaction, the actions or inaction of others, and environmental factors.

7. Photo/Video Release. I grant Hilltoppers Adventures permission to use photographs and/or video of myself (or my child) taken during activities for promotional purposes, including but not limited to the organization's website, social media, and printed materials.

8. Equipment Rental. I understand that any equipment rented from Hilltoppers Adventures is provided "as is" and that I am responsible for inspecting such equipment before use. I agree to hold harmless and indemnify Hilltoppers Adventures and the Released Parties from any claims, injuries, losses, or damages arising from the use, condition, or failure of rented equipment. I accept full responsibility for any damage to or loss of rented equipment while in my possession and agree to pay for repair or replacement costs.

Participant's Name: _____

Participant's Name: _____

Participant's Name: _____

Participant's Name: _____

This is to certify that, as parent/legal guardian of the above named minor(s), I do hereby acknowledge and consent to his/her/their agreement to be bound by each of the terms and conditions identified above.

Parent/Guardian Signature: _____ Date:

Parent/Guardian Printed Name:

Emergency Contact Phone:
