

LAKE HOPATCONG ADVENTURE COMPANY

37 Nolans Point Park Road, Lake Hopatcong, NJ 07849 | 973.663.1944

Hold harmless agreement, assumption of risk, release of liability, and indemnification agreement



PARTICIPANT INFORMATION

Participant Name: _____

Emergency Contact: _____

Emergency Contact Phone: _____

Date of Activity: _____

Remember to Hydrate!

Activity (check all that apply):

☐ Kayaking ☐ Hydro-Biking ☐ Pedal Boarding ☐ Bike and Hike

ACKNOWLEDGMENT OF RISKS

I understand that participation in outdoor recreational activities offered by Lake Hopatcong Adventure Company ("Company"), including but not limited to kayaking, hydro-biking, pedal boarding, trail biking, hiking, and related activities, involves inherent risks that may result in serious injury, illness, property damage, disability, or death.

These risks may include, but are not limited to:

- Slips, trips, and falls
- Drowning, immersion, or water-related accidents
- Changing weather conditions
- Strong currents, waves, wakes, or other water hazards
- Equipment malfunction or failure
- Collisions with other participants, vessels, vehicles, wildlife, trees, rocks, or other natural and man-made obstacles
- Physical exertion, dehydration, heat exhaustion, hypothermia, or other environmental conditions
- Uneven terrain, loose surfaces, and trail hazards
- Acts or omissions of other participants
- Negligence of myself or others
- Risks that may not be foreseeable or specifically identified.

I acknowledge that these risks cannot be completely eliminated

ASSUMPTION OF RISK

I voluntarily choose to participate in the activities offered by Lake Hopatcong Adventure Company and knowingly assume all risks, known and unknown, associated with my participation.

I certify that I am physically capable of participating in these activities and have no medical condition that would prevent my safe participation. I understand that it is my responsibility to consult with a physician if I have concerns regarding my physical fitness or medical condition.

RELEASE OF LIABILITY

In consideration for being permitted to participate in activities offered by Lake Hopatcong Adventure Company, I, on behalf of myself, my heirs, executors, administrators, assigns, personal representatives, and next of kin, hereby release, waive, discharge, and covenant not to sue:

Lake Hopatcong Adventure Company, its owners, officers, directors, managers, employees, agents, guides, volunteers, affiliates, successors, and assigns (collectively referred to as the "Released Parties"), from any and all claims, demands, actions, causes of action, damages, losses, costs, expenses, or liabilities of any kind arising out of or related to my participation in any activity, including claims arising from the negligence of the Released Parties, to the fullest extent permitted by law.

HOLD HARMLESS AND INDEMNIFICATION

I agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of:

-My participation in any activity, My violation of any rules, instructions, or laws, My negligent or intentional acts or omissions; or Claims brought by third parties resulting from my conduct.

SAFETY REQUIREMENTS

I agree to:

- Follow all instructions provided by guides, staff, and representatives of the Company
- Wear all required safety equipment as instructed and operate equipment responsibly and within my abilities
- Immediately notify Company staff of any unsafe condition, injury, or equipment issue
- Refrain from participating while under the influence of alcohol, illegal drugs, or any substance that may impair my judgment or abilities

I understand that the Company reserves the right to remove any participant from an activity for safety reasons without refund.

MEDICAL AUTHORIZATION

In the event of an emergency, I authorize the Company and its representatives to secure medical treatment for me if deemed necessary. I understand and agree that I am solely responsible for any medical expenses incurred as a result of injury, illness, or emergency treatment.

PHOTO AND MEDIA RELEASE

I grant Lake Hopatcong Adventure Company permission to use photographs, video recordings, or other media taken during activities in which I appear for promotional, advertising, marketing, educational, or other lawful business purposes without compensation.

☐ I agree ☐ I do not agree

SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any legal action arising from this Agreement shall be brought exclusively in a court of competent jurisdiction located within the State of New Jersey.

ACKNOWLEDGMENT

By signing below, I agree to wear: the provided helmet at all times while biking; the provided life jacket at all times during water activities; a shirt at all times (closed toed shoes are preferred)

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS BY SIGNING IT.

I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

Date: _____ Participant Signature: _____ Printed Name: _____

PARENT OR LEGAL GUARDIAN CONSENT (FOR PARTICIPANTS UNDER 18)

I am the parent or legal guardian of the minor participant named above. I have read and understand this Agreement and consent to the minor's participation in the activities offered by Lake Hopatcong Adventure Company. **I agree to be bound by all terms of this Agreement on behalf of the minor and myself.**

Parent/Guardian Name: _____ Relationship to Minor: _____

Signature: _____ Date: _____