

penny pitou travel

ACKNOWLEDGMENT OF RISKS & HAZARDS LIABILITY RELEASE & COVENANT NOT TO SUE

Participant: (Please Print) _____ Age: _____ Sex: _____

Address: _____ State: _____ Zip: _____

1. I understand that alpine travel, mountain trips, hiking, biking and other travel or alpine activities are HAZARDOUS ACTIVITIES. I understand that hiking, biking and the use of various modes of travel involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of hiking and biking, including but not limited to: the unevenness of the surface which contains rocks, tall and slippery grass, bumps, ruts, stumps and the steepness of the terrain. I further understand that I may be in remote places without medical facilities. I am aware that hiking trips in Europe may have additional risks, which include the sudden onset of inclement weather and difficult mountain terrain. I understand that having a Penny Pitou Travel, Inc. (PPT) employee, guide or escort present does not lessen the amount or severity of the risks of these activities. I further understand that PPT is not responsible for my safety.
2. I acknowledge that no one in the PPT organization is, or claims to be, medically qualified to determine the ability of any person to engage in one of these trips. I alone am responsible for making the determination for myself (or my minor child). I hereby certify that I (or my minor child) am physically fit and have no medical conditions or allergies (known or unknown) that affect my ability to participate in these activities. Initials: _____
3. I hereby freely and expressly assume and accept the responsibility for any and all risks (known or unknown) of injury or death while participating in these activities or related activities, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Penny Pitou Travel, Inc. its owners, directors, officers, agents, employees, guides, escorts and Penny Pitou, individually, (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in this trip, these activities or related activities regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
4. I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.
5. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of New Hampshire. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the state or federal Courts in New Hampshire and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me.
6. I agree that the guides/escorts have the right to terminate my participation in any trip, or part thereof, because of health, physical condition or unwarranted conduct and their decision shall be binding upon me.
7. I consent to the use by PPT of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities of Penny Pitou Travel, Inc. or in connection with this trip.
8. I understand that permission to attend this trip arranged by PPT, is being given to the undersigned participant in exchange for the execution of this Liability Release and Covenant Not to Sue.
9. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to PPT regarding my name, age, or medical condition.

Signature (Participant): _____ Date: _____

As a parent/guardian of the minor named below, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the foregoing release, and that by signing this release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS RELEASEES as defined on this form, for any claim, suit, expense or loss which arises out of the below-named minor's participation in the PPT trip.

Child Name: _____

Signature (Parent/Guardian): _____ Date: _____

Signature (Parent/Guardian): _____ Date: _____

(BOTH PARENTS MUST SIGN)

Hikingrelease/(2/21/06)