

Navigators USA, Inc.
56 Bogart Street 4E
Brooklyn, NY 11206

ANNUAL AGREEMENT
PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING

Navigator Members and this Agreement

Navigators USA, Inc., is a not-for-profit organization engaged in outdoor activities including: hiking, camping, rock climbing, biking, canoeing, kayaking, downhill and cross-country skiing, snowboarding, skating, and other activities that require travel (collectively "Activities"). Every member is required to sign this Agreement ("Agreement") as a pre-condition to participating in Navigator USA Activities.

Acknowledgment of Risk

I recognize and acknowledge that Navigator USA Activities may be inherently dangerous and exceptionally risky and hazardous, and that Activities involve numerous individuals any of whom might cause or create a hazardous condition leading to a member's injury. I nevertheless voluntarily assume and accept full responsibility and all risk (both known and unknown) for injury to myself (including an injury which leads to my death) and damage or destruction to my personal property while participating in Activities.

Release of Liability

I hereby release the Navigators USA, its members, volunteers and paid staff, to the maximum extent permitted by law, in regard to any claim or liability for any injury to me arising out of my participation in Activities, including that which arises either wholly or in part as a result of the negligent acts or omissions, or other misconduct, of one or more Navigator USA officers, members or volunteers.

I recognize that there may be rules or practices which others might consider necessary or prudent for safe participation in Activities which have not been adopted by, or which are not enforced by the Navigators USA or one or more officers or members, including those designated as trip leaders or assisting a trip leader. I hereby release the Navigators USA, and the its members, in regard to any claim or liability for any injury to me arising out of or by reason of the failure of the Navigators USA or any member acting in any capacity whatsoever to adopt or to enforce any rule or practice.

I recognize that one or more Navigators USA members or volunteers may negligently omit to give me information, or may give me false or misleading information pertaining to the difficulty of Navigators USA Activities or my ability to safely participate in Navigators USA Activities. I affirm that I alone am responsible in each instance for determining whether I can safely participate in Navigators USA Activities, whether I have sufficient skills and physical conditioning, whether I have sufficient and accurate information upon which to base this decision, and whether any equipment and supplies I might use are sufficient and appropriate for the Navigators USA Activities in which I am engaged. I hereby release the Navigators USA, the Navigators USA's members, and the Navigators USA's volunteers, in regard to any claim or liability for any injury to me arising out of or by reason of any such acts or omissions.

Covenant Not to Sue

I hereby agree not to sue the Navigators USA, the Navigators USA's members or the Navigators USA's Guests, in regard to any claim or liability for any injury to me arising out of my participation in Navigators USA Activities, or for any injury to me arising out of or by reason of the failure of the Navigators USA or any Navigators USA member acting in any capacity whatsoever to adopt or enforce any rule or practice, or for any injury to me arising out of or by reason of any act or omission by the Navigators USA or any Navigators USA member.

Indemnification

I hereby agree to indemnify and hold the Navigators USA and the Navigators USA's members harmless from and against all claims, penalties and expenses, including reasonable attorney's fees, arising out of my own acts or omissions in connection with Navigators USA Activities. I also hereby agree to indemnify and hold the Navigators USA and the Navigators USA's members harmless from and against all claims, penalties and expenses, including reasonable attorney's fees, arising out of any claim made by any minor child of mine or any minor child who is introduced to the Navigators USA by me. I recognize that minors may not have the capacity to waive rights for claims of negligence or omissions and I take full responsibility for any minor who participates in Navigators USA Activities pursuant to my invitation.

Miscellaneous

The undersigned agrees that in the event that any action were to be commenced arising out of or relating to this Agreement or to Navigators USA Activities, it shall be governed by New York law, and be brought in the courts of the State of New York, in the County of New York, without regard to where the circumstances giving rise to the claim or cause of action may have occurred.

This agreement shall be binding on my heirs, legal representatives, successors and assigns.

I have read and understand this Agreement, and I acknowledge receipt of a duplicate copy for my permanent reference. This Agreement may be signed in counterparts, all of which taken together shall constitute and be deemed to be one agreement. The facsimile signature of a Navigators USA officer set forth below shall have the same force and effect as an original signature. If any portion of this Agreement should be deemed unlawful or unenforceable, it shall not affect the remaining provisions, which shall continue in full force and effect.

PARENT OR GUARDIAN NAME:

CHILD'S NAME:

(signature) (date)

(print name & tel. no.)

(address)

Emergency contact Information

Name: _____

Cell: _____

e-mail: _____