

# The Scenic Route Guiding Services, LLC

P.O. Box 374

Mechanicville, NY 12118

(518) 598-3729

[adventurewiththescenicroute@gmail.com](mailto:adventurewiththescenicroute@gmail.com)

<https://adventurewiththescenicroute.com>

---

Here at The Scenic Route Guiding Services, LLC, we strive to provide the safest experience possible, through preparation, education and experience. While our primary goal is to provide a safe experience for our guests, backpacking, camping and hiking can be dangerous activities and, as with any outdoor activities, there are inherent risks involved.

Please read through the following materials carefully in order to assess the risks for yourself to determine if this activity is appropriate for you or your family member(s). While it is not our aim to scare or deter you from enjoying all that the outdoors has to offer, it is important to always know the possible risks when participating in any activity.

In order to participate in the programs/activities offered by The Scenic Route Guiding Services, LLC you must read, agree to and sign each of the following components: Acknowledgement of Risk for Backpacking, Camping and Hiking, Release of Liability and General Information Questionnaire.

---

## **ACKNOWLEDGEMENT OF RISK FOR BACKPACKING, CAMPING, AND HIKING**

**On any camping/day hiking/ backpacking trip, the risks you may encounter include but are not limited to the following:**

1. Accidents can occur while hiking: trails are often steep, rocky, and/or slippery; some hikes involve crossing streams, where footing can be awkward; participants can slip or fall during a hike, resulting in injury or death. Travel by foot is over rugged unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collision, falling, drowning and others usually associated with such travel, as well as environmental risks.
2. Environmental risks include rapidly moving, deep or cold water, insects, snakes, and predators, including large animals, poisonous plants; falling and rolling rock, lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice.
3. You may experience extremely cold conditions, which can lead to injury from frostbite or death from hypothermia.
4. You may experience extremely hot conditions, which can lead to heat stroke or heat exhaustion, which can lead to serious illness or death.
5. Hikers may become lost, especially in low-visibility weather conditions, which may lead to prolonged exposure to heat or cold, lack of food or water, and other hazardous environmental conditions.
6. Meals are prepared over gas stoves and sometimes open fires. Water often requires purification before use. Attendant hazards may include: burns, cuts, and flu-like illness.
7. Decisions are made by the instructors and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment.

Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and asked to look out for the safety of other members of their group.

8. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

I, the undersigned, have read and understand the above Acknowledgment of Risk for Backpacking, Camping and Hiking.

Participant Name (print): \_\_\_\_\_ Parent or Guardian (if  
Participant is under 18): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

## **RELEASE OF LIABILITY**

### **Contract, Indemnification, Release and Waiver**

**IMPORTANT: THIS IS A LEGAL DOCUMENT PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING BELOW. THIS AGREEMENT AND RELEASE INCLUDES A RELEASE OF CLAIMS. A COPY OF THIS RELEASE CAN BE USED AS IF IT WERE AN ORIGINAL.**

The Scenic Route Guiding Services, LLC has done everything possible to assure that our guests have a rewarding experience so you can enjoy an activity for which you may not be skilled. We wish to inform you, however, that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to your equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. It is also possible that some participants may suffer mental anguish or trauma from the experience or their injuries. The Scenic Route Guiding Services, LLC does not want to frighten you or reduce your enthusiasm for this activity, but believes it is important for you to know in advance what to expect and to be informed of the inherent risks. The attached form describes some, but not all, of those risks.

In consideration of the services of The Scenic Route Guiding Services, LLC, employees and agents (hereinafter collectively referred to as "TSRGS"), I agree as follows:

I am aware that CAMPING/HIKING/BACKPACKING entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. These injuries occur more often when the participants are using drugs or alcohol or are not physically able to undertake the activity. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified including transportation to and from the activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge receiving and reading the CAMPING/HIKING/BACKPACKING Acknowledgment of Risk information sheet. I understand that it is incorporated herein and made a part of this document.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of TSRGS has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I agree that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of ordinary negligence on the part of TSRGS or of my negligence in participating in this activity. I also understand that in order to be allowed to participate in this outing and/or to receive instruction in CAMPING/HIKING/BACKPACKING, I must give up my rights to hold the above named TSRGS liable for any harm that may result from my participation in this activity.

In consideration of being permitted to participate in the above listed outing, I agree to indemnify and hold harmless TSRGS their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue TSRGS, their agents and employees for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of TSRGS or my family, myself, or my heirs, against TSRGS arising out of participation in this activity. I agree to the site of any lawsuit and the law governing any such lawsuit shall be New York State and governed by New York State law. The terms of this agreement shall continue and be in effect after the activity has ended. As liquidated damages, I hereby agree that if TSRGS is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs on my family's or my behalf, my heirs or executors and I agree to pay TSRGS costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect.

I authorize and release to TSRGS the use of my image in any photograph or video recording for any purpose of TSRGS.

I agree to provide all gear and clothing listed on the gear list provided by TSRGS. I acknowledge that failure to do so could result in the scheduled activity being cancelled at any time, at my expense.

I have adequate health, disability and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, \_\_\_\_\_, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand, and acknowledge the risks and

liability for myself, and my family in participating in the agreed activity on this \_\_\_\_\_

\_\_\_\_\_  
(Day, Month & Year of event)

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

IF UNDER 18 YEARS OF AGE, PARENT OR GUARDIAN MUST READ AND SIGN BELOW:

**\*\*MUST SIGN BEFORE PARTICIPATING IN PROGRAM**

.\*\* I am the legal guardian of the above minor and have read the above and I hereby consent to the terms of the **ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, and PHOTO RELEASE** on behalf of the named minor, and give my consent to the participation of the above named minor in all activities of **TSRGS** on the terms stated.

\_\_\_\_\_  
(Signature of parent/guardian)

\_\_\_\_\_  
(Date)

## **Personal Information Questionnaire**

Please provide complete answers to all questions.

### **GENERAL INFORMATION:**

Activity Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Male

Female

Phone #: Day (\_\_\_\_) \_\_\_\_\_ Evening (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_  
Street / P.O. Box City State Zip Code

### **EMERGENCY CONTACT:** (Parent or guardian information if participant is under 18 years old)

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone #: \_\_\_\_\_ Day ( ) \_\_\_\_\_ Evening ( )

Address: \_\_\_\_\_  
Street / PO Box City State Zip Code

**INSURANCE COVERAGE:** Participant is responsible for his/her own medical expenses. **TSRGS** requires that anyone participating in a program have their own medical coverage in the event that an

injury occurs to the participant either before or after the program begins. The information requested below is for the primary family policy holder.

Insurance Company: \_\_\_\_\_ Insurance Company Phone #:(\_\_\_\_) \_\_\_\_\_

Certificate/Policy ID #: \_\_\_\_\_ Group #: \_\_\_\_\_

Address: \_\_\_\_\_  
Street / PO Box City State Zip Code

Name of Policy Holder: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Address: \_\_\_\_\_  
Street / PO Box City State Zip Code

**MEDICAL & PHYSICAL INFORMATION:**

Physician / Primary Care Provider's Name: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_\_

**EXERCISE:**

ACTIVITY	FREQUENCY PER WEEK	INTENSITY LEVEL

**SWIMMING ABILITY:**

- Cannot Swim
- Can swim 100 feet
- Can swim 500 feet
- Strong Swimmer

**ALLERGIES:** Please list all allergies including medicines, food, etc.

ALLERGY	REACTION	MEDICATION	CARRY AN EPI PEN (yes or no)

**MEDICATIONS: (Please list all medications and dosages here)**

MEDICATION	CONDITION	DOSAGE	LENGTH OF TIME TAKING	POSSIBLE SIDE EFFECTS
1.				
2.				
3.				
4.				
5.				
6.				

**HEALTH HISTORY: Please check yes or no. If yes, specify when indicated.**

YES	NO	CONDITION
		Operations / Serious Injuries in the past five years? _____
		Hospitalizations / Emergency Room visits in the past year? _____
		Other past or current medical issues/illness/requirements? _____
		Heart attack / By-pass Surgery / Angioplasty / Angina / Unexplained Fainting?
		Other cardiac conditions, including heart murmur or irregular heartbeat?
		High blood pressure, even if being treated with medication: If yes, list BP with date from last doctor's visit. _____
		Bleeding disorders, anemia?
		Diabetes: Please note if participant is insulin dependent and/or uses a port. _____

	Epilepsy / seizure disorder: If yes, date of last seizure: _____
	Bone / Muscle / Joint injury? _____
	Neck /Back / Knee / Shoulder / Ankle problems?
	History of concussion
	Frostbite / Circulatory problems / Heat stroke?
	Bleeding disorders, anemia?
	Asthma or other respiratory problems? _____
	Does participant smoke?
	Does participant use recreational drugs? _____
	Pregnant: If yes, what trimester?
	Has the participant had counseling with a psychiatrist/psychologist/counselor within the past two years? _____ If yes, is it currently ongoing? _____
	Are there any physical or medical conditions not listed above which may affect or limit participation? _____ _____

**IF PARTICIPANT IS UNDER 18 YEARS OLD, PLEASE COMPLETE THE FOLLOWING:**

**Additional Emergency Contact (Other than parent or guardian previously listed):**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_ e-mail: \_\_\_\_\_

Phone #: Day (\_\_\_\_) \_\_\_\_\_ Evening: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_

**DIETARY RESTRICTIONS:** Please be specific (vegetarian, no red meat, vegan, lactose intolerant, food allergies, strong food dislikes, etc.):

---

**On a separate page, please list any information that you believe will help TSRGS provide a more enjoyable experience for you.**