AUSABLE CHASM AUSABLE CHASM AUSABLE CHASM

AUSABLE CHASM VISITOR AND GUIDED TOUR ASSUMPTION OF RISK & ACKNOWLEDGEMENT AGREEMENT

Acknowledgement of inherent risks

I understand that visiting Ausable Chasm and participating in its activities, including self-guided visits and guided tours, involves inherent risks associated with a natural outdoor environment. These risks include, but are not limited to: uneven, slippery, or unstable terrain; natural rock formations; cliffs and elevations; bridges and walkways; narrow paths; steps; proximity to water; water hazards; weather conditions; falling rocks or debris; physical exertion; limited handrails or barriers in natural areas; limited exit points; the actions or inadvertence of other visitors or tour participants; and the pace or movement of a guided group.

I acknowledge that these risks are common, apparent, and integral to visiting and participating in activities at Ausable Chasm and cannot be eliminated without changing the fundamental nature of the experience.

I knowingly, voluntarily, and freely accept and assume all inherent risks, whether or not specifically listed above.

Voluntary participation and personal responsibility

My participation is voluntary. I understand that I am responsible for:

- Choosing appropriate footwear and clothing
- Walking only in designated areas
- Being aware of my surroundings at all times
- Heeding posted warnings, signage, and staff instructions
- Assessing my own physical ability to participate safely

If I observe any condition that I believe to be unsafe, I agree to stop and notify Ausable Chasm personnel immediately.

Guided tour rules and instruction compliance

If participating in a guided tour, I understand that guided tours may follow designated routes, move at a group pace, require immediate compliance with verbal instructions from guides, and may involve areas not open to the general public.

I agree to follow all guide instructions immediately and without deviation. I understand that failure to follow guide instructions, leaving the designated tour path, interfering with other participants, or engaging in reckless or prohibited conduct may result in removal from the tour or activity for safety reasons.

I affirm that I am physically capable of participating and have disclosed any relevant limitations or medical concerns before participation. I understand that staff cannot continuously monitor every participant's footing, balance, or reaction in a natural environment.

Limited release and hold harmless

To the fullest extent permitted under applicable New York law, I agree to release and hold harmless Ausable Chasm, its owners, officers, directors, employees, volunteers, guides, and agents from claims arising out of injuries or damages resulting from the inherent risks of visiting or participating in activities at the property, including self-guided visits and guided tours.

Nothing in this agreement is intended to waive or release any rights or claims that cannot legally be waived or released under New York law.

Conduct and limited indemnification

I agree to be responsible for injury or damage caused by my own failure to follow posted rules, warnings, staff instructions, or guide instructions, or by engaging in prohibited, reckless, or unsafe conduct. To that extent only, I agree to indemnify Ausable Chasm for claims arising solely from my conduct.

Governing law

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

Minors

If signing on behalf of a minor, I acknowledge that outdoor recreational activities and guided tours involve inherent risks, including natural terrain, group movement, and reliance on staff instruction. I voluntarily consent to the minor's participation with full knowledge of those risks and agree to ensure the minor follows all posted rules, warnings, and staff instructions.

Acknowledgement

By accepting a ticket of entry to Ausable Chasm, you acknowledge that you have read, understand, and agree to be bound by
the Company's Liability Waiver and Assumption of Risk.

Participant Name: _____

Signature: _____

Date: _____

AUSABLE CHASM AUSABLE CHASM AUSABLE CHASM