

ADIRONDACK RIVER OUTFITTERS, INC.

READ CAREFULLY – WAIVER AND RELEASE OF LIABILITY

In consideration for ADIRONDACK RIVER OUTFITTERS, INC. furnishing services and/or equipment to enable me to participate in whitewater rafting or tubing, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of ADIRONDACK RIVER OUTFITTERS, INC. equipment and my participation in whitewater rafting or tubing activities: (b) my participation in such activities and /or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability: (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, agents or associates of ADIRONDACK RIVER OUTFITTERS, INC. the negligence of the participants, the negligence of other, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision-making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, tube, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment: and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for and losses and/or damages, whether caused in whole or in part by the negligence or other conduct or the owners, officers, or employees of ADIRONDACK RIVER OUTFITTERS, INC. or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify ADIRONDACK RIVER OUTFITTERS, INC. and its owners, agents, officers, employees, associates and all land-owners whose property is crossed or utilized, from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of ADIRONDACK RIVER OUTFITTERS, INC. equipment or my participation in whitewater rafting or tubing activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers, associates or employees of ADIRONDACK RIVER OUTFITTERS, INC.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which ADIRONDACK RIVER OUTFITTERS, INC. or its agents is a party shall be either the Town of Webb, NY Justice Court or the County or State Supreme Court in Herkimer County.

EQUIPMENT USAGE AGREEMENT

I have received and am responsible for returning equipment in the same condition in which I received it. I am responsible for any costs, legal or otherwise, incurred by ADIRONDACK RIVER OUTFITTERS, INC. or its owners, agents, officers, associates or employees in securing return or reimbursement for said equipment.

PLEASE PRINT

Participants Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-Mail _____

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE ADIRONDACK RIVER OUTFITTERS, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I also authorize the use of any photographs and/or videos taken by ADIRONDACK RIVER OUTFITTERS, INC. or its agents for display, advertising, promotion or sale.

PARTICIPANTS SIGNATURE

AGE

DATE