

RIVER’S EDGE CANOE & KAYAK, LLC
WAIVER AND RELEASE OF LIABILITY

THIS IS AN ASSUMPTION OF RISK AND A RELEASE OF LIABILITY AGREEMENT REGARDING ANY CANOEING OR KAYAKING ACTIVITIES THAT YOU MAY UNDERTAKE. PLEASE READ THIS CAREFULLY BEFORE SIGNING.

In consideration of being permitted to participate, in any way, in canoeing and kayaking activities by and through **River’s Edge Canoe & Kayak, LLC**, I, for myself, my personal representatives, heirs, successors and assigns, do hereby acknowledge and agree as follows:

1. *Assumption of the Risk:* I hereby acknowledge that I have voluntarily signed up and paid to participate in this activity. I am aware that this activity is hazardous and dangerous and that participating in this activity may expose me and other participants to the risk of serious injury, death and property damage for many reasons including but not limited, the activity itself, change in conditions of the river, weather conditions, general water conditions, my own activity when operating the kayak, my physical condition, my own acts and/or omissions and any and all other factors which could possibly enter into a situation which I understand could cause risk of injury, serious injury, illness, disease or death and which could include damage to myself or other or any property which may arise in my participation in this activity. I am hereby assuming all risk associated with my participation in this activity.
2. *Acknowledgement:* I hereby acknowledge, agree and understand that the nature of this kayak activity requires that I am qualified, in good health, in proper physical condition to participate in such activity and willingly agree to comply with the stated and customary terms and conditions of participation as presented to me by **River’s Edge Canoe & Kayak, LLC**. I further agree and warrant that if any time I believe conditions to be unsafe, I will immediately notify the nearest official and discontinue further participation in the activity.
3. *Release:* I do hereby voluntarily release and forever discharge **River’s Edge Canoe & Kayak, LLC**, it’s officers, directors, agents, related corporate entities, employees, subcontractors, related corporate directors, shareholders as well as of their personal representatives, executors, heirs, successor and assigns (hereinafter collectively referred to as “released parties”) from any and all liability, claims, demands, actions, judgments, arising out of or related to, in any way, however slight, with my participation in the activity of canoeing or kayaking. I do hereby acknowledge and realize that I may be injured, or suffer illness, injury, disease or ever death as a result of any act or actions including negligent or reckless acts or omissions by a person or persona also engaging in this activity as well as any act or omission by any individual including myself which could contribute to my injury, disease, illness or even death. This release is agreed to and intended to be as broad and as inclusive as is permitted under Pennsylvania law and I further understand that if any portion, clause, subclause, sentence or even work is declared to be invalid, the balance of this release shall continue to be in full force and effect.
4. *Condition:* I do hereby certify that I have no medical, physical or mental condition which could interfere with my safety or my successful participation in this activity. I further agree to follow all rules, regulations and instructions of the released parties while participating in the intended activity. **I acknowledge and agree that by signing this document I am giving up the right to sue the released parties for any damages, injuries or even death that may be caused while participating in this activity even if the released parties negligently cause said damages to me.**
5. *Photo Release:* I do hereby permit **River’s Edge Canoe & Kayak, LLC** to photograph me and I do hereby grant my permission for the photograph to be used and published by **River’s Edge Canoe & Kayak, LLC** for any reason they deem appropriate including promotional materials.

Signature

Customer Cell Phone Number

Printed Name

Date

Emergency Contact Name & Telephone Number

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Parent's Consent: I am the parent or natural guardian of the intended participant. I have had an opportunity to review this release and to discuss the foregoing with my child/ward as well as with **River's Edge Canoe & Kayak, LLC** and I do hereby concur and execute, on behalf of the minor child this Release Agreement and assumption of risk document on behalf of my child/ward. It is my opinion, as the parent/legal guardian of the aforementioned minor child that they possess the necessary level of maturity and other skills necessary to participate in this activity and it is my sole determination to allow them to proceed in this activity and I do hereby consent and accept, without condition, all terms of this release of liability and assumption of risk agreement.

Signature of Parent/Guardian

Child's Name
