

**THE 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, KAYAKING, TUBING, BIKING, OR ANY OTHER OUTDOOR ACTIVITY THAT YOU MAY UNDERTAKE. PLEASE READ THIS CAREFULLY BEFORE SIGNING.

1. **ASSUMPTION OF 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 to, vehicle transportation, the activity itself, change in river conditions, weather conditions, general water conditions, terrain, selection of trail, or my own activity when operating the equipment, 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 others 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. **ACKNOWLEDGMENT:** I hereby acknowledge, agree, and understand that the nature of this canoeing, kayaking, tubing, biking, or any other outdoor activity requires that I am a 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 **The River's Edge Canoe & Kayak, LLC**. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify The River's Edge Canoe & Kayak, LLC and discontinue further participation in the activity.

3. **RELEASE:** I do hereby voluntarily release and forever discharge **The River's Edge Canoe & Kayak, LLC**, it's officers, directors, agents, related corporate entities, employees, subcontractors, related corporate directors, shareholders as well as their personal representatives, executors, heirs, successor and assigns (hereinafter collectively referred to as "released parties") from any and all liability, claims, demands, actions, judgements, arising out of or related to, in any way, however slight, through vehicle transportation, negligence of released parties, equipment failure, my participation in the activity of canoeing, kayaking, tubing, biking or any other outdoor activity. I do hereby acknowledge and realize that I may be injured, or suffer illness, injury, disease or even death as a result of vehicle transportation, the activity itself, and any act or actions including negligent or reckless acts or omissions by a person or persons 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 **The 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 **The River's Edge Canoe & Kayak, LLC** for any reason they deem appropriate including promotional materials.

_____(Initial) **I agree to wear my Personal Flotation Device (P.F.D) at all times while participating in canoeing and kayaking activities.**

_____(Initial) **I understand that all rental equipment must be returned to The River's Edge Canoe & Kayak, LLC by 6:30 p.m.(Subject to a \$25 Late Fee) and any abnormal damage, or loss of rental equipment will be charged to me at replacement value.**

Name (Signed) _____ (Printed) _____

Cust. Cell Phone _____ Emergency Contact Tele. _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (under age 18)

I am the parent or natural guardian of the intended participant(s). I have had an opportunity to review this release and to discuss the foregoing with my child/children/ward as well as with **The River's Edge Canoe & Kayak, LLC** and I do hereby concur and execute, on behalf of the child/children/ward this Release Agreement and Assumption of Risk document on behalf of my child/children/ward. It is my opinion, as the parent/legal guardian of the aforementioned child/children/ward 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 Agreement and Assumption of Risk Agreement.

Parent/Guardian Name (Signed) _____ (Printed) _____ (Date) _____

Participant name(s) _____

