

French Creek Kayaks

Release of Liability-Read before signing

Warning: There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness, the use or presence of watercraft, including but not limited to canoes, kayaks, rafts, tubes, incidental camping or hiking (referred to herein as "activity"), and the use of related equipment.

Acknowledgement of Risk: I am aware that this activity entails risks of injury or death. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death. Risks include but are not limited to the following: 1) Changing water flow or currents; 2) Collision with other participants, any portion of the craft, other watercraft, overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders; 3) Cold weather and heat related injuries and illnesses including frostbite, heat exhaustion, sun stroke and dehydration; 4) Inclement weather, variances and extremes of wind, weather and temperature; 5) My sense of balance, physical coordination, ability to swim and or follow directions; 6) Loss of control of the craft, collision, capsizing and/or sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and/or drowning; 7) Getting in or out of the craft; 8) Travel to or from the activity, including camping before, during or after the activity; 9) The presence of insects and marine life forms including bacteria; 10) Accidents or illness occurring in remote places where there are no available medical facilities.

Express Assumption of Risk and Responsibility: My participation in this activity is purely voluntary. No one is coercing me to participate. I elect to participate in spite of risks. I am capable of participating in the activity and using the equipment. Therefore, I myself, including any minor children for whom I am responsible. I agree to comply with any and all Pennsylvania rules and regulations; and I accept full responsibility for any consequences resulting from noncompliance. I AGREE TO WEAR AN U.S. COAST GUARD APPROVED PERSONAL FLOTATION DEVICE (LIFE JACKET) WHILE IN OR UPON ANY WATERCRAFT. This is a basic safety precaution; and IS REQUIRED. I assume the risks of personal injury, accidents and/or illness. This includes, but is not limited to: sprains, torn muscles and/or ligaments, fractured or broken bones; eye damage, cuts wounds, scrapes, abrasions, contusions, heart attack or death.

Photo Release: I give French Creek Kayaks full permission, in connection with any pictures taken during this program of me (my child/guardianship) the right to use/reuse, in any manner. These are including, but not limited to, promotional and advertising uses and other trade purposes.

Authorization: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. I agree that any film or photographs of me as participants, becomes your property and may be used for promotional or commercial purposes.

Responsibility for Damage: I accept full financial responsibility for any damages to any property and/or equipment provided to me by French Creek Kayaks. I agree to provide a deposit in the amount of \$100, securing the condition of any and all equipment provided to me by French Creek Kayaks. In addition, I understand that I may forfeit my deposit by failing to arrive according to my reservation.

Covenant of Good Faith: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems and/or refuse or terminate the participation of any person(s) you judge to be incapable of meeting the rigors or requirements of participating in the activity. I understand and accept that French Creek Kayaks reserves the right to cancel or delay my reservation for any reason. I accept your right to take such actions for the safety of myself and/or other participants.

Release: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release:

French Creek Kayaks

its principles, directors, officers, agents, shareholders, partners, employees and volunteers, and each and every landowner, municipal, and/or government agency upon whose property an activity is or may be conducted, from all liability and waive any claims for damages arising from any cause whatsoever, including claims for damages against any and all insurers and insured's, against its principals, directors, officers, agents, shareholders, partners, employees and volunteers.

I have read the above **ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I MAY BE WAIVING VALUABLE LEGAL RIGHTS.**

PARTICIPANT'S SIGNATURE (over 18? Y / N): _____ **Date:** _____

IF PARTICIPANT IS UNDER 18, PARENT/LEGAL GUARDIAN MUST COSIGN HERE:

Address: _____ **Phone:** _____

Emergency Contact: _____ **Phone:** _____