LAUREL HIGHLANDS RIVER TOURS of MARYLAND, INC.

Agreement to participate and affirmation of liability release for

UPPER YOUGHIOGHENY

Today's Date ☐☐ – ☐☐ – ☐☐ Rally Time ☐☐ : ☐☐

Last Name ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

First Name ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Present Address ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Apt. ☐☐☐

City ☐☐☐☐☐☐☐☐☐☐☐☐☐ State ☐☐

Zip ☐☐☐☐☐ – ☐☐☐☐

E-mail:_____ Phone_____

Is this a new address since your last visit? Yes ❒ No ❒ Date of Birth_____/_____/_____

Advise us of any medical conditions that may affect your ability to participate in today's activities.

In consideration of Laurel Highlands River Tours of Maryland, Inc. furnishing services and / or equipment to enable me to participate in outdoor activities, 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 whitewater equipment and my participation in water 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 or agents of Laurel Highlands River Tours of Maryland, Inc.; the negligence of the participants, the negligence of others, 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 an inflatable craft, 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; (d) by my participation in these activities and / or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and / or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Laurel Highlands River Tours of Maryland, 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 Laurel Highlands River Tours of Maryland, Inc. and its owners, agents, officers and employees 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 whitewater equipment or my participation in water 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 or employees of Laurel Highlands River Tours of Maryland, Inc.

The Venue of any dispute that may arise out of this agreement, or otherwise, between the parties to which Laurel Highlands River Tours of Maryland, Inc. or its agents is a party, shall be either the Borough of Ohiopyle, Pennsylvania Justice Court or the County or State Supreme Court in Fayette County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE LAUREL HIGHLANDS RIVER TOURS OF MARYLAND, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I further state that:

(a) I am of lawful age and legally competent to sign this Affirmation and Release. If I am under the age of 18, my parent or legal guardian has also read this document, agrees to be bound, understands the terms herein and has signed below.

(b) I understand the terms herein are contractual and not mere recital, and

(c) I have signed this document of my own free act.

(d) Laurel Highlands River Tours of Maryland, Inc. reserves the right to use any and all photos and/or videos for promotion purposes.

I have fully informed myself of the contents of this Affirmation and Release by reading it before I signed it.

_____ _____

Signature of Participant | If under the age of 18, Parent or Legal Guardian

Laurel Highlands River Tours

P.O. Box 107 • Ohiopyle, PA 15470

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