DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RELEASE OF LIABILITY & WAIVER**

***READ THIS VERY CAREFULLY***

In consideration of my participation in any activity, operation of equipment, leasing, transportation, parking, canoeing, kayaking or any and all related events or activities with **YOUGHIOGHENY CANOE OUTFITTERS, INCORPORATED,** I fully understand and am acknowledging that participation in outdoor activities carries **certain risks to me**. These risks are many and unlimited, known and unknown. They do include:

1. **The risk of serious injury or death.**
2. **The risk of mental anguish.**

**I knowingly assume all such risks at my own free will.**

**I, (AND FOR ALL OF MY HEIRS, ASSIGNS, AGENTS, NEXT OF KIN) WILL HOLD HARMLESS, INDEMNIFY and RELEASE FROM LIABILITY Youghiogheny Canoe Outfitters, Incorporated and any of its employees, agents, sponsors, officers, officials, volunteers, lessors, or participants with respect to any and all injury, death, disability, damages to property, or mental anguish associated with my participation or presence in any activity or event, whether naturally occurring or arising from the negligence of Youghiogheny Canoe Outfitters, Incorporated or otherwise, as permitted by law.**

***FURTHERMORE:***

**\_\_\_\_\_\_\_ (Initial) I will wear my Personal Floatation Device at ALL TIMES.**

**\_\_\_\_\_\_\_ (Initial) I will not operate any equipment under the influence of drugs or alcohol and understand that I may be tested and punished for such offenses by officers of the PA Fish and Boat Commission while on the river.**

**\_\_\_\_\_\_\_ (Initial) I understand that rope swings along the river are DANGEROUS & UNSAFE and I will not use them.**

**\_\_\_\_\_\_\_ (Initial) I will reimburse Youghiogheny Canoe Outfitters, Inc. for any lost or damaged equipment at the prevailing prices at the time of my trip.**

**\_\_\_\_\_\_\_ (Initial) I will use care and my best judgement while on the river. I will remove myself from participation at any time if I encounter any hazardous situations and immediately bring this to the attention of Youghiogheny Canoe Outfitters, Inc.**

**\_\_\_\_\_\_\_ (Initial) Any disputes arising from this agreement will be settled in Westmoreland County, PA.**

**I HAVE COMPLETELY AND THOROUGHLY READ AND FULLY UNDERSTAND THE TERMS OF THIS RELEASE OF LIABILTY AND WAIVER.**

**BY SIGNING THIS DOCUMENT I UNDERSTAND AND AGREE THAT I AM GIVING UP SUBSTANTIAL RIGHTS.**

**IT IS MY SPECIFIC INTENT TO EXEMPT AND RELIEVE *YOUGHIOGHENY CANOE OUTFITTERS, INC.* FROM ALL LIABILITY AND CLAIMS FROM ALL DAMAGES, INJURY OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

**I AM SIGNING THIS AGREEMENT VOLUNTARILY OF MY OWN FREE WILL AND WITHOUT HESITATION.**

**Name (PRINTED)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature (must be 18 years old) *X*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_ Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**