

LANDER'S RIVER TRIPS

Res Name _____ Date _____ Contract # _____

VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of **Lander's River Trips** their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "Lander's River Trips") I agree as follows:

Although Lander's River Trips has taken reasonable steps to provide me with appropriate equipment so I can enjoy an activity for which I may not be skilled, Lander's River Trips has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Lander's River Trips does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

1. If at any time, I realize that I am in waters above my ability to navigate, that I will immediately go to shore, and call for Lander's River Trips.
2. I acknowledge that I have swimming ability and that I will keep my life jacket on at all times. State law requires children under 13 to wear the life jackets at all times or face penalty.
3. I willing agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I assume full responsibility for my participation. I understand that this is a self-guided trip with no lifeguards or supervision on the river. I confirm that I am physically and mentally capable of participating in this trip.
5. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Lander's River Trips has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity. Any claims or disputes arising from my participation in Lessor's activities or Lessor's equipment shall be venued in the Sullivan County Supreme Court of the State of New York.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Print Name _____

Signature _____ Date _____ Age _____

Street _____ City _____ State _____ Zip _____

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FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE (under age 18 at time of registration) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Lander's River Trips from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian Signature _____ Date _____ Emergency phone number _____