

Cook Riverside Cabins, Inc. (Pale Whale Canoe Fleet)

READ CAREFULLY

WAIVER AND RELEASE OF LIABILITY

In consideration of Cook Riverside Cabins, Inc. (Pale Whale Canoe Fleet), from now on referred to as CRC-PW, furnishing services and/or equipment to enable me to participate in CRC-PW, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exist in my use of CRC-PW 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 CRC-PW; 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 a raft, canoe, kayak or such other risks, hazards and dangers that are integral to recreational 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 CRC-PW, or by another person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify CRC-PW 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 CRC-PW equipment or my participation in CRC-PW 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 CRC-PW.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which CRC-PW or its agents is a party shall be either the city of Marienville, Pennsylvania Justice Court or the County or State Supreme Court in Forest County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE COOK RIVERSIDE CABINS, INC. (PALE WHALE CANOE FLEET) FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE _____ AGE _____ DATE _____
NAME (PRINTED) _____ GROUP NAME _____
STREET ADDRESS _____ PHONE NUMBER _____
CITY _____ STATE _____ ZIP _____

The following to be filled out by a Cook Riverside Cabins, Inc. (Pale Whale Canoe Fleet) employee only

License Plate Number _____
Drivers License Number _____
Services Provided _____ Rate _____
Employee Signature _____