

**SQUARE EDDY EXPEDITIONS LLC
WAIVER AND RELEASE OF LIABILITY**

NOTICE: THIS IS AN IMPORTANT LEGAL DOCUMENT! PLEASE READ BEFORE SIGNING!

In consideration of being allowed to participate in any way in the SQUARE EDDY EXPEDITIONS LLC White Water Rafting Program, its related events and activities (the program), I _____, the undersigned, acknowledge, understand and agree that: 1.) There are risks, dangers and hazards associated with participation in the program and/or use of equipment that may result in injury or illness including, but not limited to. Bodily, disease, sprains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disabilities; and

2.) These risks are inherent to participation in the program and can arise in many ways, foreseeable or unforeseeable, including the negligence of the owners, employees, officers, agents or associates of SQUARE EDDY EXPEDITIONS LLC, the negligence of one or more participants, the negligence of others, accidents, breaches of contract, the forces of nature, and guide decision making (including that a guide may misjudge terrain, weather, trail or river route, location or water level). I acknowledge that there is a risk I may fall or be forced out of the raft and become injured or drown while participating in the program; and

3.) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, known and unknown, foreseeable or unforeseeable, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RESEASEES or others, and I assume all risks and dangers and all responsibility for any risk to my participation in the program; and

4.) I represent that I will willingly comply with all stated and customary terms and conditions for participation. I am in good health, I understand that physical exertion will be required. I have no known physical disabilities or health problems that will present any risk to my participation in the program; and

5.) I permit the use of any photos, slides, film, or sketches of me taken during the activities of the program for publicity, advertising, promotion or other commercial purpose; and

6.) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS SQUARE EDDY EXPEDITIONS LLC, their owners, officers, officials, agents and/or employees, other participants, licensors, licensees subcontractors, affiliates, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (hereinafter "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and

7.) I specifically understand that I am release, discharging, and waiving any claims or actions that I may have presently to in the future for negligent acts or other conduct by the owners, agents, officers, associates or employees of SQUARE EDDY EXPEDITIONS LLC; and

8.) Any claims or disputes arising from my participation in this program shall be ven

ued in the Warren County Supreme Court of the State of New York or in the Justice Court of the Town of Johnsburg.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ Date of Birth: _____ Trip Date: _____

PARTICIPANT'S SIGNATURE

Print Name: _____ Phone Number: _____

Address: _____ City: _____ State: _____ Zip Code: _____

E-mail: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Under 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 Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident 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.

_____ Dated: _____

PARENT/GUARDIAN'S SIGNATURE (if under 18)