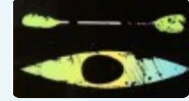




Appalachian Kayak, LLC Release of Liability



There are significant elements of risk in any adventure, sport or activity associated with the outdoors or wilderness, the use or presence of watercraft, incidental camping or hiking (referred to herein as “activity”), and the use of related equipment.

Acknowledgement of Risk:

The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist and,

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the releasees or others, and ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION and,

Although you have taken reasonable steps to provide appropriate equipment and orientation by staff so I can enjoy activity for which I may not otherwise be skilled, I acknowledge this activity involves certain risks, which cannot be eliminated without destroying the character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss of damage to my personal property, of causes of accidental injury, illness, or in extreme cases, permanent trauma or death. I acknowledge that during the activity, I may experience fatigue, chill, and/or dizziness and my reaction time may be diminished and the risk of accident increased.

Express Assumption of Risk and Responsibility: My participation in this activity is purely voluntary. No one is forcing me to participate. I elect to participate in spite of risks. I am capable of participating in the activity and using the equipment. I understand that children 12 years of age and younger MUST WEAR PFDs (also known as personal floatation devices or **life jackets**) while on Commonwealth waters. I acknowledge that Appalachian Kayak encourages everyone to wear to wear a PFD at all times while on the water, especially during difficult conditions and Appalachian Kayak STRONGLY DISCOURAGES THE USE OF ALCOHOL WHILE ON THE WATER. I assume the risks of personal injury, accidents and/or illness.

I agree to return all rented **equipment** listed to Appalachian Kayak in the same condition received (except for normal wear and tear incurred through normal use) or pay for damages, losses, or repair necessary to restore them to the same condition as when rented.

Authorization: I hereby authorize any **medical treatment** deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. I agree that any film or **photographs** of me as participants, becomes your property and may be used for promotional or commercial purposes.

Covenant of Good Faith: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person(s) you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants.

Release: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release:

Appalachian Kayak, LLC,

Its principles, directors, officers, agents, shareholders, partners, employees and volunteers, and each and every landowner, municipal and/or government agency upon whose property an activity is or may be conducted, from all liability and waive any claims for damages arising from any cause whatsoever, including claims for damages against any and all insurers and insured’s, against its principals, directors, officers, agents, shareholders, partners, employees and volunteers.

I have read the above **ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIBILITY.** I understand that by signing this document I may be waiving legal rights. **I CERTIFY THAT I POSSES FULL LEGAL CAPACITY TO EXECUTE THE FOREGOING AUTHORIZATION.**

PARTICIPANT’S SIGNATURE (over 18? Y / N): _____ date: _____

PARTICIPANT’S SIGNATURE (over 18? Y / N): _____ date: _____

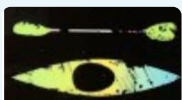
IF PARTICIPANT IS UNDER 18, PARENT/LEGAL GUARDIAN MUST COSIGN HERE: _____

Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone #: _____



DON’T FORGET to “LIKE” us on FACEBOOK!

