

ADULT RELEASE FORM

EVERYONE MUST READ THE FOLLOWING RENTAL INFORMATION BEFORE SIGNING THIS LIST.

EVERYONE 18 YEARS OF AGE AND OLDER MUST SIGN.

RENTAL CONTRACT

Lessee agrees to return the equipment listed to Kittatinny Canoes, Inc. in the same conditions received (except for normal wear and tear incurred through normal use) or pay for damage, losses, theft or repair necessary to restore them to the same condition as when rented.

Damage Release Option

KITTATINNY CANOES, INC., LESSOR, AGREES TO RELEASE THE UNDERSIGNED LESSEE OF LIABILITY FOR ALL PROPERTY DAMAGE TO WATER CRAFT INCURRED IN THE ORDINARY USE OF SAID WATERCRAFT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. Lessee shall pay \$1.50 per each person for each day of rental. All water craft in group or multiple rentals must be covered by release options.
2. Property damage is limited to water craft only and this release does not relieve Lessee of any liability for loss or damage to paddles, life vests or accessories.
3. Property damage caused by willful, wanton intentional acts, theft or damage to WATER CRAFT is not covered by this release.
4. Lessee must return all water craft to Kittatinny Canoes, Inc. regardless of condition.

READ CAREFULLY

WAIVER AND RELEASE OF LIABILITY

In consideration of KITTATINNY CANOES, INC. and/or KITTATINNY CANOE CORP. and/or KITTATINNY CAMPGROUNDS, INC. and/or RIVER BEACH CAMPSITES, INC. and/or JONES PARTNERS, L.P. (hereinafter, as applicable, individually and collectively referred to as "Lessor") furnishing services and/or camping facilities and/or equipment to enable me to participate in canoeing, rafting, tubing, kayaking, camping or other outdoor recreational activities (hereinafter individually and collectively referred to as "outdoor recreational activities"), I agree as follows: I fully understand and acknowledge that:

- (a) Risks and dangers exist in my use of canoeing, rafting, tubing, kayaking and/or camping equipment and my participation in any other outdoor recreational 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, loss of life or other ailments that could cause serious disability;
- (c) These risks and dangers may be caused by the negligence of the owners, officers, employees, servants, or agents of Lessor, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and
- (d) By my participation in these outdoor recreational activities and/or use of equipment, I assume all risk and dangers and all responsibility for any losses and/or damages, whether in whole or in part by the negligence or other conduct of the owners, officers, employees, agents, or servants of Lessor, or by any other person.

I on behalf of myself, my personal representatives and my heirs hereby voluntarily and knowingly agree to remise, release, forever discharge, hold harmless, defend and indemnify Lessor and its owners, officers, employees, agents and servants from any and all claims, actions, causes of actions, suits, judgments, claims and demands for bodily injury, property damage, loss of life and/or loss of services, in law or equity, that may in any way or manner arise from any accident, incident, happening, circumstance or activity, or otherwise may arise out of the use of the equipment or my participation in any other outdoor recreational 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 Lessor and/or the owners agents, officers, servants or employees of Lessor.

I acknowledge that I am using, occupying or renting the equipment and/or engaging in the outdoor recreational activities at my own risk and I assume any and all risk of bodily injury, loss of life, loss of or damage to property, loss of services or any other loss which arises directly or indirectly from the use, occupation or rental of the equipment or engagement in any outdoor recreational activities. Any claims or dispute arising from my participation in Lessors activities or Lessors equipment shall be venued in the Pike County Court of Common Pleas of the Commonwealth of Pennsylvania or Sullivan County Supreme Court of the State of New York. In addition, I permit the use of any photos, slides, films or sketches of myself taken during the days activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

This Waiver and Release of liability is made by me in order to induce Lessor to provide equipment or other outdoor recreational activities to me.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE LESSOR, IT'S OWNERS, OFFICERS, EMPLOYEES, AGENTS AND SERVANTS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OF LIFE CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

PRINT NAME _____ **SIGNATURE** _____

ADDRESS _____