

HUDSON RIVER RAFTING COMPANY

In consideration of Hudson River Rafting Company, Inc. (hereafter referred to as HRRRC, Inc.) furnishing services and/or equipment to enable me to participate in river, lake, and outdoor activities, I agree as follows:

I FULLY understand and acknowledge that: (a) outdoor recreational activities have inherent risks, dangers, and hazards and such exists in my use of HRRRC, Inc. equipment and my participation in whitewater, flatwater, and outdoor 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 HRRRC, Inc, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes.

I FULLY understand and acknowledge that 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, water level, risks of falling out of or drowning while in a raft, tube, canoe, kayak, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment. By my participation in these 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 HRRRC, Inc. or by any other person.

I AGREE and I am aware that it is a condition of my being able to participate in HRRRC, Inc's activities that I warrant that I am in good physical and mental health, that I am fully capable of participation in these activities, and that I have not consumed any alcoholic beverages or any other substance that will impair my senses.

I CONSENT to the use by HRRRC, Inc. or by anyone authorized by it, for the purpose of advertising or trade, to the use of my picture, photograph, or moving picture of me and/or recordings of my voice or any reproduction of same in any form.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify HRRRC, Inc. 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 HRRRC, Inc's equipment or my participation in whitewater, flatwater, or outdoor 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 HRRRC, Inc.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which HRRRC, Inc. or its agents is a party shall be either the Town of Johnsbury, New York Justice Court or the County or State Supreme Court in Warren County.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE HUDSON RIVER RAFTING COMPANY, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Date

Please PRINT Name

Signature of Participant

Age:

18 & Under _____

19-35 _____

36-59 _____

over 60 _____

Street or P.O. Box

City

Parent/Guardian (under 18)

State

Zip

POBox 47, North Creet, New York 12853 * (518) 251-3215

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