

# Waiver and Release of Liability

## Read Carefully

In consideration of Adirondack Fishing Adventures, Inc. doing business as Beaver Brook Outfitters (and hereinafter referred to as Beaver Brook Outfitters) furnishing services and/or equipment to enable me to participate in Whitewater Rafting, I agree as follows:

I fully understand, acknowledge and agree that outdoor recreational activities have: (a) inherent risks, dangers, and hazards and such exists in my use of Whitewater Rafting equipment and my participation in Whitewater Rafting 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 owners, employees, officers, or agents of Beaver Brook Outfitters; 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, or kayak and such other risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment and agree to remove myself from participation and bring such removal to the attention of Beaver Brook Outfitters; and (d) by my participation in these activities and/or use of equipment, I hereby knowingly and freely 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 Beaver Brook Outfitters, or by any other person. I permit the use of any photos, slides, films, or sketches taken during the day's activities for publicity, advertising, promotion, or other commercial purpose.

I, on behalf of myself, my personal representatives, and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Beaver Brook Outfitters 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 Whitewater Rafting equipment or my participation in Whitewater Rafting 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 conduct by the owners, agents, officers, or employees of Beaver Brook Outfitters.

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

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE BEAVER BROOK OUTFITTERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHER CAUSE.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
AGE

\_\_\_\_\_  
DATE

**For Parents/Guardians of Participant of Minor Age (under age 18 at time of registration)**

This is to certify that I, as parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidental to the 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.

X

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Phone Number

GROUP NAME: \_\_\_\_\_

WWR

## Beaver Brook Outfitters

### Participant information

Have you rafted with us before? Yes No Date \_\_\_\_\_

Participant Name \_\_\_\_\_/Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Email \_\_\_\_\_

Date of Birth \_\_\_\_\_ Check Here if you DO NOT want 1 or 2 mailings/year from us! \_\_\_\_.

### **Providing Us With Medical Information Is Voluntary And This Information May Be Accessible To Others**

Do you presently have, or have you ever had any of the following:

Diabetes	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Heart Disease	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Asthma	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Epilepsy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
High/Low Blood Pressure	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Allergies (Bee stings, food, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If YES to any of the above, do you carry medication and what type?

\_\_\_\_\_

### **IF YES TO ALLERGIES, PLEASE MAKE SURE YOU BRING YOUR OWN KIT!!!**

Has your physical activity been restricted or altered during the last 5 years?  Yes  No

If yes, give the reason why.

Have you had any recent significant illness or injury or been hospitalized other than already noted?  Yes  No

Are you presently on any medication other than already noted?  Yes  No  
If yes, please explain.

Do you have any medical problem(s) that might exclude you from participating in vigorous physical activity?  Yes  No

If YES, please explain.

Additional Information/Comments: