

**READ CAREFULLY  
WAIVER AND RELEASE OF LIABILITY**

In consideration of Raquette River Outfitters, LLC (RRO's) furnishing equipment and/or services to enable me to participate in outdoor recreational activity, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exist in my use of RRO's equipment and my participation in 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, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, volunteers, employees, officers or agents of Raquette River 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/pond/lake route location, and water level, risks of falling out of or drowning while in a raft, canoe, SUP or kayak and such other risks, hazards and dangers that are integral to recreational 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, volunteers or employees of RRO or by any other person utilized by RRO to make my trip a success.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Raquette River Outfitters and its owners, agents, officers, volunteers and employees from any and all claims, actions or losses for bodily injury, property damage, death, loss of services or otherwise which may arise out of my use of Raquette River Outfitters' equipment or my participation in 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 as authorized by the State Of New York by the owners, agents, officers, volunteers or employees of Raquette River Outfitters.

The parties hereto hereby jointly, severally, unconditionally and irrevocable agree that any action or proceeding to enforce the terms of this agreement or to adjudicate a dispute, claim or controversy hereunder, shall be brought in the Supreme Court of the State of New York, County of Franklin or such other Franklin County court having appropriate jurisdiction relative to the amount of monetary jurisdiction. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Raquette River Outfitters or its agents is a party, shall be either the Town of Tupper Lake, New York Justice Court or the County or State Supreme Court in Franklin County. In the event any provisions of this release are deemed unenforceable, all other provisions shall survive.

In any collection effort for lost or damaged or destroyed property, including any lawsuit to enforce this agreement or to determine the rights of either party hereunder, the prevailing party in such events shall be entitled to receive reasonable attorney fees and all other reasonable costs and expenses incurred.

In renting this equipment from Raquette River Outfitters (RRO's), I understand that the equipment is in a used condition and is not guaranteed to be free of defects. Furthermore, I understand and agree that the equipment is to be used on Flat Water Only and in a reasonable and customary manner. I assume all the risks of such use. The RRO's is not responsible for the manner in which the equipment is used. I understand and will follow RRO's rules for boating, the directives of The Oath. I further acknowledge that I am responsible for any damage or loss of or to rented items, reasonable wear is excepted. I am responsible for all repairs or replacement costs in such cases.

I am in good health and not infectious. I understand that strenuous physical exertion may be required and I have no known physical disabilities or health problems which will present any risk to my participation in outdoor recreational activities or to others. I also agree to wear my Personal Floatation Device (PFD) at all times while on the water. In any controversy, the laws of New York State apply.

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

Signature:	Age:	Date:
Name (Printed):	Group Name:	
Street Address:		
City:	State:	Zip:
Cell Phone Number:	Landline:	

**RAQUETTE RIVER OUTFITTERS**  
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NOTICE  
Raquette River Outfitters' Rules for Boating & The Oath

THE OATH:

I will lift the boats, NOT drag it.

I will load and unload the boats while it is floating.

I will place the boat completely on land when not in use. (Wave action on boat partially on rocks and even on sand is damaging!).

I will not sit or stand on/in boats while it is on land or not fully buoyant.

I will wear my Personal Floatation Device (PFD) secured to my body at all times while in the boat on the water.

I will never engage in horseplay nor use any paddle for other than navigational propulsion.

RAQUETTE RIVER RULES FOR BOATING:

Wear PFD's at all times.

Do not stand up in canoe or kayak.

Do not exceed the weight specification of the boat.

In case of thunderstorm, go immediately to shore and away from tall objects.

Boats/boards are to be used on flat water only.

Do not drag boats/boards or leave them in the water when not in use.

Load up all gear in boat when it is fully buoyant if practicable and parallel to shore.

When the boat/board is not in use, keep completely out of water, turned over on land.

\*boat in the singular includes the plural for groups

This Notice shall be shared by trip organizer with all members of trip group.