

READ CAREFULLY

WAIVER AND RELEASE OF LIABILITY

In consideration of Raquette River Outfitters (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 Raquette River Outfitters' 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 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 Raquette River Outfitters, or by any other person.

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, wrongful 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 by the owners, agents, officers, volunteers or employees of Raquette River Outfitters.

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 is deemed unenforceable, all other provisions shall survive.

I recognize that Covid-19 is an inherent risk. RRO's is following all the steps outlined in their Outfitters Action Plan for COVID-19 Exposure Prevention, Preparedness, and Response however I realize they cannot provide me or my group with 100% assurance that we cannot contract the illness while they are renting equipment or engaging in any activity on property or out on a trip. Covid-19 is an inherent risk in every activity people choose to participate in now, and your RRO's operation is no different.

I am in good health, Covid -19 free, that is: 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. I waive all claims for NEGLIGENCE.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE Raquette River Outfitters 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:

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