



## ADULT WAIVER OF RELEASE AND LIABILITY

EVERYONE MUST READ THE FOLLOWING INFORMATION BEFORE SIGNING. EVERYONE 18 YEARS OF AGE OR OLDER MUST SIGN. YOU MUST ASSUME RESPONSIBILITY FOR YOUR OWN SAFETY AND ANY DECISIONS AFFECTING YOUR SAFETY. WE HAVE NO WAY OF KNOWING YOUR PHYSICAL CONDITION OR SWIMMING ABILITY.

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

**DAMAGE RELEASE OPTION:** SUN NG TRS KITTATINNY, LLC, and SUN NG KITTATINNY RV, LLC d/b/a KITTATINNY CANOES, LESSOR, AGREES TO RELEASE THE UNDERSIGNED LESSEE OF LIABILITY FOR ALL PROPERTY DAMAGE TO WATERCRAFT INCURRED IN THE ORDINARY USE OF SAID WATERCRAFT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. Lessee shall pay \$2.00 per person for each day of rental. All watercraft in group or multiple rentals must be covered by release options.
2. Property damage is limited to watercraft only and this release does not relieve lessee of any liability for loss or damage to paddles, life vest or accessories.
3. Property damage caused by willful, wanton intentional acts, theft, or damage to watercraft is not covered by this release.
4. Lessee must return all watercraft to Kittatinny Canoes, Inc. regardless of condition.

### **READ CAREFULLY – WAIVER AND RELEASE OF LIABILITY**

In consideration of SUN NG TRS KITTATINNY, LLC, SUN NG KITTATINNY RV, LLC and/or KITTATINNY CANOES (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 including transportation;
- 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 that are not directly attributable to gross negligence on part of the Lessor or anyone affiliated with the Lessor.

I on behalf of myself, my personal representatives, and my heirs hereby voluntarily and knowingly agree to remise, release, forever discharge, hold harmless, deferred and indemnify Lessor and its owners, officers, employees, agents and servants, barring gross negligence on part of the Lessor, 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 my use of the equipment or my participation in any other outdoor recreational activities. Barring gross negligence on part of the Lessor, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for ordinary negligent acts or human error by Lessor and or the owners, agents, officers, servants, or employees of Lessor.

Barring gross negligence of the 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 Lessor’s activities or Lessor’s equipment shall be venued in the Pike County Court of Common Pleas of the Commonwealth of Pennsylvania or the Sullivan County Supreme Court of the State of New York. 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 permit the use of any photos, slides, or films, of myself taken during a day’s activities for publicity, advertising, promotion or other commercial purpose.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE LESSOR, ITS OWNERS, OFFICERS, AGENTS AND SERVANTS, BARRING GROSS NEGLIGENCE ON THE PART OF THE AFOREMENTIONED, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OF LIFE CAUSED BY GROSS NEGLIGENCE OR HUMAN ERROR. I AGREE TO WEAR MY LIFE VEST AT ALL TIMES WHILE ON THE RIVER OR SWIMMING. I WILL NOT START MY TRIP UNTIL I HAVE HEARD AND UNDERSTAND THE RIVER ORIENTATION.**

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ Date: \_\_\_\_\_

**LIFE VESTS MUST BE WORN AT ALL TIMES.** Return equipment by 6:00 p.m. or a late charge may be added.  
PLEASE READ SAFETY PRECAUTIONS AND REQUIREMENTS ON BACK OF CUSTOMER COPY