

ENDLESS MOUNTAIN OUTFITTERS, INC
RR1 BOX 28 SUGAR RUN PA 18846

WAIVER AND RELEASE OF LIABILITY

In consideration of Endless Mt. Outfitters Inc. Furnishing services and/or equipment to enable me to participate in rafting, biking, kayaking, camping, or canoeing activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Endless Mt. Outfitters, Inc.'s equipment and my participation in any 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 Endless Mt. Outfitters, Inc.; 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 (d) 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 Endless Mt. Outfitters, Inc. 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 Endless Mt. Outfitters, 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 outdoor equipment or my participation in biking, rafting, kayaking, camping or canoeing 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 Endless Mt. Outfitters, Inc.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Endless Mt. Outfitters, Inc. or its agents is a party shall be either the Town of Towanda, PA Justice Court or the County or State Supreme Court in Bradford County.

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

I WILL WEAR PERSONAL FLOATATION DEVICE WHILE BOATING! Date: _____

Group name _____

Address _____

Phone _____

Print Name Signature Print Name Signature

1. _____ 6. _____

2. _____ 7. _____

3. _____ 8. _____

4. _____ 9. _____

5. _____ 10. _____

Signature of Parent or Guardian (if under 18 years old) _____