

Coal Tubin Pennsylvania, LLC. / Water Sports Liability Waiver Kayaking/Canoeing/Rafting/River Tubing/Swimming Release Of Liability, Waiver Of Claims, Express Assumption Of Risk And Indemnity Agreement Please Read And Be Certain You Understand The Implications Of Signing

Express Assumption of Risk Associated with Kayaking/Canoeing/Rafting/River Tubing/Swimming and Related Activities.

I, _____ (Please Print First, Middle, & Last Name Of Participant)

I, _____ (Please Print Full Name of Parent Or Adult Legal Guardian If Participant Is A Minor)

do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with kayaking, canoeing, rafting, river tubing, swimming, transportation of equipment related to the activities, and traveling to and from activity sites of which I am about to engage in. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized in kayaking, canoeing, rafting, river tubing, swimming, and related activities is significant including the potential for broken bones; severe injuries to the head, neck, and back; or other bodily injuries that may result in permanent disability and death.
2. Kayaking, canoeing, rafting, river tubing rollovers that may cause cuts, broken bones, and other injuries including death.
3. Exposure to water hydraulics, hidden or obvious obstructions, and/or debris found in rivers can cause drowning or other harm.
4. Possible equipment failure and/or malfunction of my own or others' equipment.
5. Running into objects, persons, or animals including other boats, barely submerged logs and stumps and other hazards that are not visible.
6. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of **Coal Tubin Pennsylvania, LLC.** including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
7. Hazards related to kayaking, canoeing, rafting, river tubing, and swimming which include but are not limited to: collision, capsizing, sinking, or other hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of the body upon the water, upon rocks, injection of water into my body orifices, marine life forms, and/or drowning.
8. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
9. Discharge of weapons in or near the area of activity.
10. Dangers associated with exposure to natural elements including but not limited to avalanche, rock fall, inclement weather, rising waters, thunder and lightning, severe and/or varied wind, temperature or weather conditions.
11. Attack by or encounter with insects, reptiles, and/or animals.
12. Accidents or illness occurring in remote places where there are no available medical facilities.
13. Fatigue, exhaustion, chill, and/or dizziness, which may diminish: my/our reaction time and increase the risk of accident, my sense of balance, physical coordination, and ability to follow instructions.
14. Injury or death from encountering natural conditions, upon encountering man-made conditions, encountering turbulent water, rapids, sudden narrowing of water channels, vortexes, and rapidly changing water levels.

* I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims, and Indemnity Agreement

In consideration for being permitted to participate in any way in kayaking, canoeing, rafting, river tubing, swimming and related activities, I hereby agree, acknowledge, and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, THE FOLLOWING NAMED PERSONS OR ENTITIES, HEREIN REFERRED TO AS RELEASEES: Coal Tubin Pennsylvania, LLC.

2. To release the releasees, their officers, directors, employees, representatives, agents, volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Adult Participant: _____ Name of Adult Participant (Please Print): _____
Date: _____

For Participants Of Minority Age: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent or Adult Legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have:

Signature: _____

Name of Parent or Adult Legal Guardian(Please Print): _____ Date: _____

Minor's Full Name: _____ Date: _____