COAL TUBIN' PA, LLC RELEASE AND WAIVER AGREEMENT

Date: _____ **Email Address:** _____

Name: _____ **Date of Birth:** _____

Address: _____ **Phone:** _____
City State Zip

INFORMATION REGARDING MINORS

Please Print	Last Name	First Name	Birth Date
Minor #1			
Minor #2			
Minor #3			
Minor #4			

Coal Tubin' PA, LLC, its owners, officers, employees, agents, representatives, parents, and affiliates (hereinafter, "Coal Tubin") has agreed to permit me to use the river tubing/kayaking/rafting facilities. In consideration for Coal Tubin's permission, I agree:

(1) that I understand that river tubing/kayaking/rafting is potentially hazardous and may result in serious injury or death. I understand that there are inherent and other risks involved in river tubing/kayaking/rafting. Some of these risks include, but are not limited to, risk of injury from the activity and equipment utilized in kayaking, 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. Kayaking, rafting, river tubing rollovers that may cause cuts, broken bones, and other injuries including death. Exposure to water hydraulics, hidden or obvious obstructions, and/or debris found in rivers can cause drowning or other harm. Possible equipment failure and/or malfunction of my own or others' equipment. Running into objects, persons, or animals including other boats, barely submerged logs and stumps and other hazards that are not visible. 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. Hazards related to kayaking, 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. Cold weather and heat related injuries and illness including but not limited to frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration. Dangers associated with exposure to natural elements including but not limited to rock fall, inclement weather, rising waters, thunder and lightning, severe and/or varied wind, temperature or weather conditions. Attack by or encounter with insects and/or animals. Accidents or illness occurring in remote places where there are no available medical facilities. **I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

(2) to accept all risks of river tubing/kayaking/rafting, whether specifically listed in paragraph (1) above or not.

(3) to follow all rules, instructions, and directions provided by Coal Tubin'. If I do not, my ticket may be revoked, with no refund of the amount paid by me.

(4) to waive my right to bring any claims against Coal Tubin' that arise out of or relate to my river tubing/kayaking/rafting, and to release Coal Tubin' from liability for any such claims. This waiver and release includes claims based upon negligence by Coal Tubin'. I further agree that I will indemnify, hold harmless, and reimburse Coal Tubin' for all losses (including attorneys' fees and costs) from any claims brought by any persons or entities arising out of or relating to my river tubing/kayaking/rafting.

(5) that all disputes arising under this Release or from my use of the tubing facilities at Coal Tubin' shall be litigated exclusively in the Court of Common Pleas of Cambria County, Pennsylvania.

(6) I grant Coal Tubin' permission to use photographic and/or video images of me for the purpose of marketing, publicizing and promoting the company. I waive any right to be compensated for the use of my image and release Coal Tubin' from liability for any claims, where such claims arise out of or relate to Coal Tubin's use of my image.

Adults: I understand this Agreement and enter into it voluntarily.

Name: _____ **Date:** _____
(signature of adult participant)

Parents, guardians, or responsible adults: I agree: (1) that I have discussed this Agreement with the minor(s); (2) that paragraphs four and five above apply to any claim by me related to the minor's participation; and, (3) to indemnify and hold Seven Springs harmless for all losses (including attorneys' fees and costs) from any claims by or on behalf of the minor(s) related to the minor's participation.

Name: _____ **Date:** _____
(signature parent, guardian, or responsible adult)

Emergency Phone Number: _____