

# Riverside

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## ADVENTURE COMPANY

### Montour Preserve Paddling/water craft/fishing and picnic supply Waiver and Release of Claims, Assumption of Risk and Warning of Risk

Riverside Adventure Company will be referred to a "RAC" in the waiver below.

**Please initial on each line after reading**

1. \_\_\_\_\_ I understand that participating in a paddling trip or event is a hazardous activity.
2. \_\_\_\_\_ I understand that a paddling trip or event can present extreme obstacles including, but not limited to, strong current, downed limbs, obstructions, rocks, and other hazards seen and unseen.
3. \_\_\_\_\_ I agree not to participate unless I am medically able.
4. \_\_\_\_\_ I agree to not consume alcohol prior to a paddling trip or event or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate.
5. \_\_\_\_\_ I agree to abide by any decision of RAC or the Montour Preserve relative to my ability to safely do this activity.
6. \_\_\_\_\_ I agree to obey all civil and criminal laws at all times.
7. \_\_\_\_\_ I assume all risks associated with this paddling trip or event, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all aspects of the activity, defects or condition of premises, defects or condition of gear, the effects of the weather, including high heat and/or humidity, all such risks being known and appreciated by me.
8. \_\_\_\_\_ I agree that RAC/Montour Preserve are not responsible for any personal items or property that are lost or stolen.
9. \_\_\_\_\_ I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
10. \_\_\_\_\_ I understand and will abide by the fact that RAC can not provide specialized equipment for every type of special need a participant may want or require. RAC equipment is for "general use" and as a result, some may be excluded in participation.
11. \_\_\_\_\_ I grant permission to RAC, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of RAC.
12. \_\_\_\_\_ I understand that all bookings are final and refunds may include a service charge.
13. \_\_\_\_\_ The RAC reserves the right in any event of emergency or local or national disaster to cancel this paddling rental and reservation and reschedule to an acceptable alternate date.
14. \_\_\_\_\_ Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment, and facilities, and cooperative, positive participation. RAC may dismiss, without refund, anyone whose behavior endangers safety or negatively endangers safety or negatively affects an event, person, facility, or property of any type or kind.
15. \_\_\_\_\_ I also agree to indemnify RAC/Montour Preserve, its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.

**(Please Check One)** I am at least 18 years old, \_\_\_\_\_

**OR**

my Parent/Guardian has reviewed this waiver and consented to its terms outlined on the next page. \_\_\_\_\_

### ***Waiver & Release of all claims & assumption of risk***

I recognize and acknowledge that there are certain risks of physical injury to participants in any Riverside Adventure Company outfitted and organized activity, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my child/ward) as a result of participating in these activities against Riverside Adventure Company, Beliza LLC, Earthscapes, Montour Preserve or any other affiliated organizations. including its officials, agents, volunteers, sponsors, and employees (hereinafter collectively referred to as RAC). I do hereby fully release and forever discharge RAC et al from any and all claims for injuries, illnesses, damages, expenses, or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with a RAC race, program or activity. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED, if the signature of an adult participant or parent/guardian and date are not signed before the time and place of said activity. RAC is committed to conducting its races, activities and programs in a safe manner and holds the safety of participants in high regard. RAC continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for the RAC organized events, programs/activities must recognize that there is an **inherent risk of injury** when choosing to participate in recreational activities/programs. I am solely responsible for determining if I or my minor child/ward is physically fit and/or skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I do hereby fully release and forever discharge RAC/Montour Preserve/MARC from any and all claims for injuries, damages or loss that my minor child/ward or I may have or which may accrue to me or my minor child/ward and arising out of, connected with, or in any way associated with these programs/activities.

**I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.**

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**Participant Name (Printed)**

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**Participant Name (Signed)**

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**Date**

### ***ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:***

I, the parent or guardian of the above named participant, hereby give my approval to this child's participation in this RAC race, program or activity. I assume all risks and hazards incidental to such participation in the event, and I hereby waive, release, absolve, indemnify, and agree to hold harmless RAC, its officers, heirs, assigns, administrators, personal representatives and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, volunteers, administrators, sponsors, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives and successors and others persons, for any claim arising or of an injury to my/our child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child(ren)'s participation in this event. I consent to the foregoing and grant permission for him/her to participate in RAC programing. I acknowledge I have carefully read, accepted and agreed to the terms on this Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed.

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**Parent or Guardian Name (Printed)**

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**Parent or Guardian Name (Signed)**

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**Date**