

OHIOPYLE TRADING POST, INC.
READ CAREFULLY WAIVER AND RELEASE OF LIABILITY

In consideration of OHIOPYLE TRADING POST, INC. furnishing services and/or equipment to enable me to participate in WHITEWATER RAFTING. 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 OHIOPYLE TRADING POST, INC. equipment and my participation in WHITEWATER RAFTING 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 cause by the negligence of the owner, employees, officers or agents of OHIOPYLE TRADING POST, INC.; the negligence of the participants, the negligence of others, accident, 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 or out of 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 OHIOPYLE TRADING POST, INC., or by any other person. I, on behalf of myself, my personal representatives and my heirs herby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify OHIOPYLE TRADING POST, 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 OHIOPYLE TRADING POST, INC. equipment or my participation in WHITEWATER RAFTING activities. I specifically understand that in my 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, agent, officers or employees of OHIOPYLE TRADING POST, INC.

THIS IS NOT A FLOAT TRIP

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which OHIOPYLE TRADING POST, INC. or its agents is a party shall be in a Magistrate's Office located in Fayette County, Pennsylvania, or in the Court of Common Pleas of Fayette County, Pennsylvania.

OHIOPYLE TRADING POST, INC. reserves the right to use any and all photos and videos of your group for promotional purposes. We thank you but cannot compensate you for the use of the photos and videos.

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

Signature: _____ Age: _____ Date: _____

Parent or Legal Guardian Signature (if less than 18 years old): _____

This Form Must Be Presented Before You Will Be Allowed to Put On The River
Call 1-888-OHIOPYLe for Information