H-05

# RELEASE OF LIABILITY – READ BEFORE SIGNING

## NY HUDSON RIVER ONLY

In consideration of being allowed to participate in any way in the Whitewater Challengers program, its related events and activities, I, (print name: ), the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exit; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and I assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. I understand that I must wear shoes or booties, and an approved personal flotation device at all times while rafting. I am in good health, I understand that physical exertion may be required, and I have no known physical disabilities or health problems that will present any risk to my participation in the program. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,

4. I permit the use of any photos, slides, film, or sketches of me taken during the day's activities for publicity, advertising, promotion or other commercial purpose; and

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS WHITEWATER CHALLENGERS, their owners, officers, officials, agents and/or employees, other participants, licensors, licensees, subcontractors, affiliates, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (hereinafter "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and

6. Any claims or disputes arising from my participation in this program shall be venued in the Warren County Supreme Court of the State of New York or in the Justice Court of the town of Johnsburg.

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

X_____Age:_____Date Signed:_____Trip Date:_____

PARTICIPANT'S SIGNATURE

Name (Please print clearly)

Street and Apt. Address

City State Zip

Email

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Under age 18 at time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____ _____Date Signed: _____

PARENT/GUARDIAN'S SIGNATURE (if under 18) (Print Name)