

**RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT SUE
PLEASE READ THIS CAREFULLY**

PLEASE PRINT CLEARLY

GROUP ORGANIZERS NAME: _____

FIRST NAME OF PARTICIPANT

LAST NAME OF PARTICIPANT

STREET ADDRESS

CITY

STATE

ZIP

AREA CODE

HOME TELEPHONE NUMBER

DATE OF BIRTH /m/d/y

EMAIL ADDRESS

TO: BRANDYWINE OUTFITTERS, INC.

DEFINITION

In this agreement the term "Canoeing/Kayaking" shall include all activities in any way related to the canoe/kayak event, including, but not limited to, orientation and instruction sessions; transportation or travel to and from the river; loading and unloading of vehicles and watercrafts; all activities while on the river; and accommodations, camping and recreational activities and sports, (such as: volleyball, horseshoes, rafting, bicycling, fishing, playground, barbecuing) in addition to canoeing/kayaking offered by, or associated with, Brandywine Outfitters, Inc., as well as patrons with domestic pets. *Alcoholic beverages are not included and not permitted.*

ASSUMPTION OF RISKS

I am aware that canoeing/kayaking involves many risks, dangers and hazards, including, but not limited to: accidents which occur during transportation or travel to and from the river; overturning or upsetting of canoes/kayaks; falling from the canoe/kayak while on the river; impact or collision with rocks, trees, logs, deadfall, power boats, rafts or other canoe/kayak vessels and equipment; encounters with domestic or wild animals; negligence of other canoers/kayakers-, (including others who may be imbibing alcoholic beverages) negligence of other parties participating in activities offered by, or associated with, Brandywine Outfitters, Inc., or others, and NEGLIGENCE ON THE PART OF BRANDYWINE OUTFITTERS, INC. TO SAFEGUARD AND PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CANOEING/KAYAKING ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CANOEING/KAYAKING ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I am aware that the physical exertion required of canoeing/kayaking, as defined above, and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I understand that if I know or suspect that my physical condition may be incompatible with canoeing/kayaking, I should seek medical advice before undertaking the canoeing/kayaking activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Brandywine Outfitters, Inc. agreeing to my participation in the Canoeing/Kayaking Activities and permitting my use of its equipment, vehicles, parking, campground and other canoeing/kayaking facilities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as

follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Brandywine Outfitters, Inc. ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in Canoeing/Kayaking Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE CANOEING/KAYAKING

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Canoeing/Kayaking Activities, as defined above.
- 3. That this Agreement shall be effecting and binding upon my heirs, executors, administrators and assigns, in the event of my death.
- 4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and any litigation involving the parties to this Agreement shall be brought within the County of Chester.

LIABILITY/MEDICAL RELEASE

I acknowledge and fully understand that the activities associated with Brandywine Outfitters, Inc. involve risks of serious injury, including permanent disability and death, and severe losses which might result not only from the actions, inaction, or negligence of participants, but also the actions, inaction or negligence of others, or the conditions of the weather, the river, or of any equipment used. I assume all of those risks and accept personal responsibility for the losses and damages following such injury, permanent disability or death. I release, waive, discharge and covenant not to sue each and every of the Releasees, from any and all liability to myself, my heirs and my personal representatives for any and all claims, demands, losses or damages caused, or alleged to be caused, in whole or in part, by negligence of the Releasees or otherwise. Should the need arise, I authorize the organizers of Brandywine Outfitters, Inc. to obtain for me and consent to the administration of emergency medical treatment.

FOR PARTICIPANTS OF MINORITY AGE

I hereby certify as a parent/guardian with legal responsibility for this participant, and consent and agree to his/her release, as provided above, of the Releasees, and, for myself, my heirs, executors, administrators, and assigns, 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 Canoe/Kayak Activities as defined above, EVEN IF ARISING FROM THE RELEASEES' NEGLIGENCE.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of Canoeing/Kayaking Activities, as defined above, other than what is set forth in this Agreement. I have read and understand this Agreement prior to signing it. I have not modified it orally, and have signed it voluntarily. I am aware that by signing this Agreement I am waiving certain legal rights which I, or my heirs, executors, administrators, and assigns, may have against the Releasees. Further, I hereby give permission for my photograph to be taken during Brandywine Outfitters, Inc. activities, and for Brandywine Outfitters, Inc., specifically, to use my photographic image in commercial or non-commercial publicity for Brandywine Outfitters, Inc.

Signed this ____ day of _____ Year _____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

SIGNATURE OF PARENT/GUARDIAN IF PARTICIPANT IS UNDER 18