Waiver and Liability Release Form – Please Read Carefully Before Signing

Location of Trip: Genesee River Date of Trip: 9/11/13 Time of Trip:_____

Name of Participant:

Permanent Address:

City: State:

Zip Code: -- May we place you on our mailing list? Yes_____ No_____

In consideration of Adventure Calls Outfitters, Inc., their successors and/or assigns furnishing services and/or equipment to enable me to participate in rafting, canoeing, kayaking, and any or all other related and/or secondary activities, 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 raft, canoe, kayak, and any or all other outdoor equipment and my participation in rafting, canoeing, kayaking, and any/all related and/or secondary 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, drowning, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious permanent disability; (c) these risks and dangers may be caused by the gross or actual negligence of the owners, employees, officers, or agents of Adventure Calls Outfitters, Inc.; the negligence of the participants, the negligence of others, accidents, 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 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 recreational environment; and (d) by my participation in these activities and for use of equipment, I hereby agree that I am voluntarily participating in such activity, that I have been advised of the risks and 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 Adventure Calls Outfitters, Inc., other guests, or by any other person.

I, on behalf of myself and my successors or assigns hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Adventure Calls Outfitters, Inc., 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 that may arise out of my use of rafting, canoe and/or kayak, and any other equipment or primary or secondary activities, or my participation in rafting, canoeing, kayaking, or any other activities. I specifically understand that I am 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, agents, officers or employees of Adventure Calls Outfitters, Inc., their successors and/or assigns.

I also agree to the following: I, the undersigned, acknowledge that I am aware of the risks and hazards involved in participating in a raft, canoe, or kayak trip on the Cattaraugus, Genesee, or Salmon Rivers, as well as any associated activity, to include but not limited to; swimming, hiking, walking, and camping. I voluntarily participate in all such activities although knowing such dangers, I hereby release the State of New York, The Office of Parks, Recreation and Historic Preservation, their officers, employees, agents, successors and assigns and all other persons participating on their behalf in the expedition from and against any and all liabilities, claims, demands, actions and causes of action whatsoever, arising out of or relating to any loss, damage, disability or injury (including death), that may be sustained by me in connection with my participation in this activity. This release shall be binding upon the administrators and/or executors of my estate, my heirs and distributees. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Adventure Calls Outfitters, Inc. or its agents is a party shall be either the City of Batavia, New York Justice Court or the County or State Supreme Court in Genesee County, New York State.

I HAVE READ THE ABOVE WAIVER AND LIABILITY RELEASE IN FULL AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE ADVENTURE CALLS OUTFITTERS, INC., THEIR SUCCESSORS AND ASSIGNS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature: _____ Age: _____ Dated: _____

Signature of Parent of Guardian (if participant is less than 18 years of age) _____

- May we email information about upcoming Adventure Calls Outfitters, Inc. programs to you?

Email address: _____