

RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of being allowed to participate in any way in an Adventure Calls Outfitters, Inc. program(s), its related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:

- ◆ The risk of injury from the activities involved in these programs 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 exist; and,
- ◆ I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- ◆ I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, 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 representatives and/or employees of the Company and/or their designees immediately; and,
- ◆ I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Adventure Calls Outfitters, Inc., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("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.
- ◆ If paddling on the Cattaraugus Creek and only when applicable I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Seneca Nation of Indians Nation and all private property owners on Nation lands will be held harmless from any claims relating from these rafting activities.

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.

Name of Participant:

[illegible]

Permanent Address:

[illegible]

City

[illegible]

State

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Zip Code

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X _____ Age: _____ Date Signed: _____
(PARTICIPANT'S SIGNATURE)

- **FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 18 YEARS OLD**

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 Releasees, 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)

X _____ (PRINT NAME)

Waiver and Liability Release Form – Please Read Carefully Before Signing

Location of Trip: Letchworth SP Date of Trip: 9/14/23 Time of Trip: 2:00

Name of Participant:

Permanent Address:

City:

 State:

Zip Code:

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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) _____

- If you would like information about our upcoming Adventure Calls Outfitters, Inc. programs please provide your email address:
