

Fair Winds Cabins, Inc. (DBA Pale Whale Canoe Fleet)

READ CAREFULLY

WAIVER AND RELEASE OF LIABILITY

In consideration of Fair Winds Cabins, Inc. (DBA Pale Whale Canoe Fleet), from now on referred to as FWCI-PW, furnishing services and/or equipment to enable to participate in FWCI-PW, I hereby agree to the follows:

I fully understand and acknowledge the outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exist in my use of FWCI-PW 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 ailment that could cause serious disability; (c) these risks and dangers may be caused by the negligence or the owners, employees, officers or agents of FWCI-PW; 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, kayak or such other risks, hazards and dangers that are integral to recreational activities and/or us of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damage, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of FWCI-PW, or by another person.

I, on behalf of myself, any minor children for which I am parent, legal guardian or otherwise responsible, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify FWCI-PW and its owners, agents, officers, 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 FWCI-PW equipment or my participation in FWCI-PW 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 FWCI-PW.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which FWCI-PW or its agents is a party shall be either the city of Marienville, Pennsylvania Justice Court or the County or State Supreme Court in Forest County.

I will return the equipment in the same condition as received. I will be responsible for all damage. If the equipment is returned damaged, I will be responsible for the replacement cost.

I will not transport any FWCI-PW equipment in my own vehicle. I will not transport any alcoholic beverages in FWCI-PW vehicles.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE FAIR WINDS CABINS, INC. (PALE WHALE CANOE FLEET) FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

ADULT #1: _____ AGE: _____ ADULT #2: _____ AGE: _____
PRINTED NAME PRINTED NAME

SIGNATURE SIGNATURE

Street Address _____ Phone Number _____

City _____ State _____ Zip _____

MINOR #1: _____ AGE: _____ MINOR #2: _____ AGE: _____
PRINTED NAME PRINTED NAME

ADD ADDITIONAL MINOR CHILD INFORMATION ON THE BACK OF THIS FORM.

MINOR #3: _____ AGE: _____ MINOR #4: _____ AGE: _____
PRINTED NAME PRINTED NAME

MINOR #5: _____ AGE: _____ MINOR #6: _____ AGE: _____
PRINTED NAME PRINTED NAME

MINOR #7: _____ AGE: _____ MINOR #8: _____ AGE: _____
PRINTED NAME PRINTED NAME

MINOR #9: _____ AGE: _____ MINOR #10: _____ AGE: _____
PRINTED NAME PRINTED NAME

MINOR #11: _____ AGE: _____ MINOR #12: _____ AGE: _____
PRINTED NAME PRINTED NAME

Please complete a new form if the address is different.

At least one adult name and signature is required on the form to accept responsibility for minor children 17 years old or younger whether the adult is participating or not.

Adults must acknowledge the release by signing for themselves. A maximum of 2 adults may be on the same form. Do not list adults in the minor children area.

