

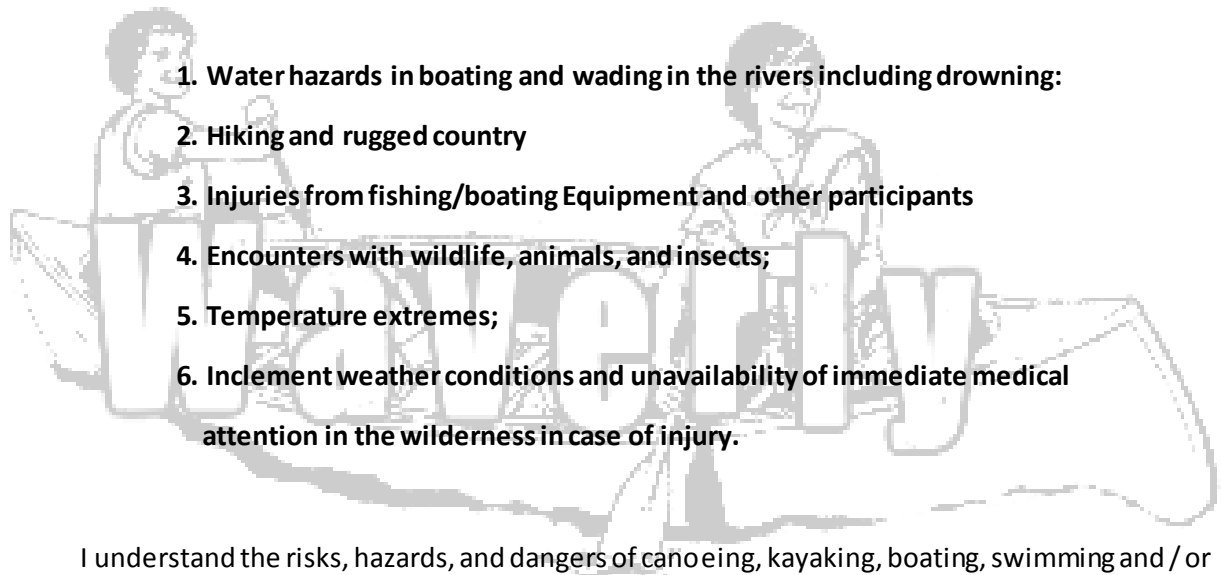
## Waiver and Release Agreement

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the activities of Waverly Canoe Rental LLC, I agree to the following Waiver and Release:

I acknowledge that canoeing, kayaking, boating, swimming and/or fishing have inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION



- 1. Water hazards in boating and wading in the rivers including drowning:**
- 2. Hiking and rugged country**
- 3. Injuries from fishing/boating Equipment and other participants**
- 4. Encounters with wildlife, animals, and insects;**
- 5. Temperature extremes;**
- 6. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.**

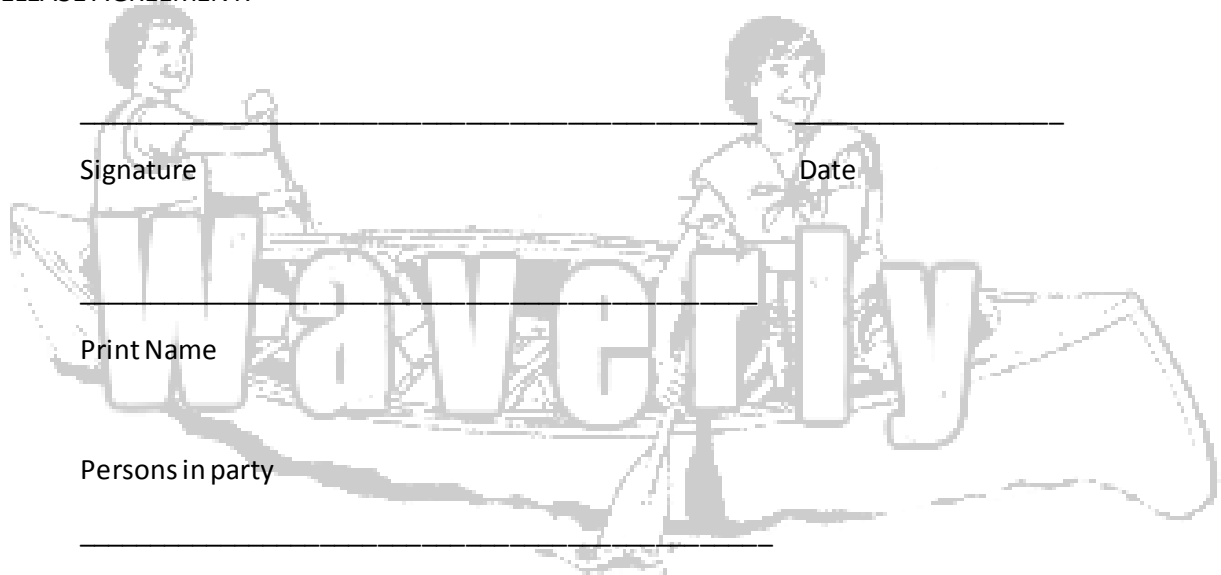
I understand the risks, hazards, and dangers of canoeing, kayaking, boating, swimming and / or fishing and have had the opportunity to discuss them with Waverly Canoe Company LLC. I understand the / these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have these responsibilities. My participation in these activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risk. I AM VOLUNTARILY USING THE SERVICES OF Waverly Canoe Company LLC WITH FULL KNOWLEDGE OF INHERENT RISKS, HAZARDS, DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS WEVERLY CANOE COMPANY LLC, their directors, officers, agents, employees, volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses ( including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited

to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligent of Waverly Canoe Company LLC or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Waverly Canoe Company LLC as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Waverly Canoe Company LLC.

I hereby agree to be financially responsible for any lost or broken equipment, which includes: canoes, kayaks, oars, PFDs, and dry bags.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Persons in party  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cell Phone (      ) \_\_\_\_\_ - \_\_\_\_\_