**Pocono Whitewater, Ltd.**
1519 State Route 903 . Jim Thorpe, PA 18229

# RELEASE OF LIABILITY - READ BEFORE SIGNING

NAME (FIRST/LAST)

This is record of payment, do not lose!

ADDRESS

CITY STATE ZIP

▼ E-MAIL ADDRESS BELOW RECEIVE EMAIL SPECIALS? YES☐ NO☐

In consideration of POCONO WHITEWATER, LTD., furnishings services and/or equipment to enable me to participate in rafting trip, I agree as follows:I fully understand and acknowledge that:**1.**Risks and dangers exist in my use of POCONO WHITEWATER, LTD's equipment and my participation in POCONO WHITEWATER, LTD. Activities. **2.**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 ailments that could cause serious disability. **3.**These risks and dangers may be caused by the negligence of the owners, employees, officers, of POCONO WHITEWATER, LTD: the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and **4.** By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or part by the negligence or other conduct of owners, agents, officers, or employees of POCONO WHITEWATER, LTD, or by any other person. **5.** I, on behalf of myself, my personal representative and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify POCONO WHITEWATER, LTD and it's 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 which may arise out of my use of POCONO WHITEWATER, LTD's equipment or my participation in POCONO WHITEWATER, LTD's activities, to the fullest extent permitted by Law. **6.** I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by the owners, agents, officers, or employees of POCONO WHITEWATER, LTD., to the fullest extent permitted by Law. **7.** The venue of any dispute that may arise out of this agreement or otherwise between the parties to which POCONO WHITEWATER, LTD or its agents is a party shall be either Jim Thorpe, PA Justice Court or the County Or State Supreme Court in Carbon County. **8.** Said release shall further assign to POCONO WHITEWATER, LTD all rights to use photographs of me taken relative to said rafting trip including - but not limited to - use in our brochures, catalogs, media advertisements, poster, videotapes, and the like.

I HAVE READ THE ABOVE WAIVER AND RELEASE BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE POCONO WHITEWATER, LTD FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH BY NEGLIGENCE OR ANY OTHER CAUSE, TO THE FULLEST EXTENT PERMITTED BY LAW.

X_____/_____ Date Signed:_____X_____

PARTICIPANTS SIGNATURE AGE PARENT/GUARDIAN SIGNATURE

(print name)_____

PW0014/05