

Date _____

READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in HAZELBAKER'S RECREATIONAL SERVICES, BYO inc. operation, use of equipment, or related events and activities, such as CANOEING, KAYAKING, RAFTING and or BICYCLING:

I, _____ fully understand and acknowledge, appreciate, and agree that outdoor recreational activities have:

1. The risk of injury from the activities involved in this program 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.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF HAZELBAKERS RECREATIONAL SERVICES, BYO inc. or others and assume full responsibility for my participation.
3. 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 of participation, I will remove myself from participation and bring such to the attention of employees of HAZELBAKERS RECREATIONAL SERVICES, BYO inc. immediately.
4. I for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS HAZELBAKERS RECREATIONAL SERVICES, BYO inc; their officers, officials, agents and or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used for the activity of HAZELBAKERS RECREATIONAL SERVICES, BYO inc., with **respect to any and all injury, disability, death, loss or damage to person of property associated with my presence or participation**, WHETHER ARISING FROM THE NEGLIGENCE OF HAZELBAKER'S RECREATIONAL SERVICES, BYO inc. or OTHERWISE, to the fullest extent permitted by law.

_____ (Initial) I agree to wear my Personal Flotation Device (P.F.D.) at all times while participating in CANOEING, KAYAKING, and/or RAFTING activities.

_____ (Initial) I agree that I will not have any alcohol in shuttle vans/buses or in any rental equipment.

_____ (Initial) Abuse or abnormal damage to rental equipment will be charged to me at repair or replacement value.

_____ (Initial) I agree to return to Layton with all rental equipment by 6:30 p.m.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THE ABOVE WAIVER AND RELEASE. BY SIGNING THE BOTTOM OF THIS WAIVER I AGREE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. IT IS MY INTENTION TO EXCEPT AND RELIEVE HAZELBAKER'S RECREATIONAL SERVICES, BYO inc. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Hazelbaker's Recreational Services, BYO inc. or its agents is a party shall be either the Village of Layton, PA Justice Court or the County or State Supreme Court in Fayette County.

Age _____ Name (print) _____ (sign) _____

Street _____

City _____ State _____ Zip Code _____

Phone _____ E-mail _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (under age 18 at time of registration)

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 Hazelbaker's Recreational Services, and, for myself, my child and our heirs, assigns, and next of kind, I release and agree to indemnify and hold harmless Hazelbaker's Recreational Services 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 HAZELBAKER'S RECREATIONAL SERVICES, to the fullest extent permitted by law.

x _____ Date: _____
Parent/Guardian's Signature Print Name

Make/Model of Vehicle: _____ Color of Vehicle: _____