

# LAUREL HIGHLANDS RIVER TOURS, INC.

## Agreement to participate and affirmation of liability release for LOWER YOUGHIOGHENY



Today's Date   -   -   Rally Time   :

Last Name

First Name

Present Address                 Apt.

City             State

Zip      -     Phone \_\_\_\_\_

E-mail: \_\_\_\_\_ Do you want to receive email specials? Yes  No

Is this a new address since your last visit? Yes  No  Date of Birth \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

### **PARTICIPANT ASSUMES ALL RISKS.** **Advise us of any medical conditions that may affect your ability to participate in today's activities.**

In consideration of Laurel Highlands River Tours, Inc. and Laurel Highlands Rentals, Inc. ("Laurel Highlands") furnishing services and/or equipment to enable me to participate in outdoor activities, I agree as follows:

All outdoor activities by their very nature provide a physical and mental challenge to an active participant. The individual participates largely based on his or her own stamina and strength. I fully understand and acknowledge that all outdoor recreational activities, including but not limited to rafting, swimming, canoeing, hiking and bicycling, have: (a) inherent risks, dangers and hazards which exist in my use of outdoor activity equipment and my participation in outdoor activities, (b) my participation in such outdoor 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; (c) these risk and dangers may be caused by the alleged negligence, recklessness, or gross negligence of the owners, employees, officers or agents of Laurel Highlands River Tours, Inc. and/or Laurel Highlands Rentals, Inc., including their equipment, the negligence, recklessness, or gross negligence of the participants, the negligence, recklessness, or gross negligence of others, accidents, breaches of contract, failure to render aid, 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, water, weather, trail, hazards above and below the water and other hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) 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 in part by the alleged negligence, recklessness, or gross negligence or other conduct of the owners, agents, officers, or employees of Laurel Highlands River Tours, Inc. and/or Laurel Highlands Rentals, Inc., or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, forever discharge, hold harmless, defend and indemnify Laurel Highlands River Tours, Inc. and Laurel Highlands Rentals, Inc. and 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 which may arise out of my use of any outdoor activity equipment or my participation in any outdoor activities. I specifically understand that I am forever releasing, discharging and waiving any claims or actions that I may have presently or in the future for the alleged negligent, reckless, and gross negligent acts and/or other conduct by the owners, agents, officers or employees of Laurel Highlands River Tours, Inc. and Laurel Highlands Rentals, Inc.

The Venue of any dispute that may arise out of this agreement, or otherwise, between the parties to which Laurel Highlands River Tours, Inc. or Laurel Highlands Rentals, Inc. or its agents is a party, shall be either the Borough of Ohiopyle, Pennsylvania Justice Court or the State Court in Fayette County, Pennsylvania. This Agreement shall be governed by Pennsylvania law without consideration to its Choice of Law provisions.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO ASSUME THE RISK OF INJURY AND RELIEVE LAUREL HIGHLANDS RIVER TOURS, INC., LAUREL HIGHLANDS RENTALS, INC., ITS AGENTS, EMPLOYEES, AND RELATED ENTITIES FROM ALL MANNER OF LIABILITY INCLUDING LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY ACTUAL OR ALLEGED NEGLIGENCE, RECKLESSNESS, GROSS NEGLIGENCE, INTENTIONAL ACT OR OMISSION, FRAUD, MISREPRESENTATION OR ANY OTHER CAUSE. Laurel Highlands River Tours, Inc. and Laurel Highlands Rentals, Inc. reserve the right to use any and all photos/videos of you or your group for promotional purposes.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
If under the age of 18, Parent or Legal Guardian

**P.O. Box 107 • Ohiopyle, PA 15470**  
**1-800-4RAFTIN (472-3846)**  
**email: info@laurelhighlands.com**