WAIVER AND RELEASE OF LIABILITY (please read carefully)

In consideration of River & Trail Outfitters' furnishing services and/or equipment to enable me to participate in River & Trail Outfitters' activities, I agree as follows:
I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of River & Trail Outfitters' equipment and my participation in River & Trail Outfitters' 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 ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of River & Trail Outfitters; 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 tube and such other risks, hazards and dangers that are integral to recreational 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 negligence or other conduct of the owners, agents, officers, or employees of River & Trail Outfitters, or by any other person.
I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify River & Trail Outfitters 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 River & Trail Outfitters' equipment or my participation in River & Trail Outfitters' 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 River & Trail Outfitters.
The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which River & Trail Outfitters or its agents is a party shall be either the Circuit Court, State or District Court in Hagerstown, MD.
I permit the use of any photos, slides, films, or sketches taken during the day's activities for publicity, advertising, promotion or other commercial purpose.
I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE RIVER & TRAIL OUTFITTERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

_____ _____ _____
SIGNATURE AGE DATE

_____ _____
NAME (PRINTED) GROUP NAME

_____
STREET ADDRESS

_____ _____ _____
CITY STATE ZIP

Sign up to be on our E-mail list to receive a few emails a year with details on special trips, tours, and sales!
We DO NOT sell our list or spam. (print neatly)
Email_____