

**Matthew & Stacie Kaye DBA Fair Winds Cabins, Inc. (DBA Pale Whale Canoe Fleet)**

READ CAREFULLY

**WAIVER AND RELEASE OF LIABILITY**

In consideration of Matthew & Stacie Kaye DBA Fair Winds Cabins, Inc. (DBA Pale Whale Canoe Fleet), from now on referred to as FWCI-PW, furnishing services and/or equipment to enable to participate in FWCI-PW, I hereby agree to the follows:

I fully understand and acknowledge the outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exist in my use of FWCI-PW 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 ailment that could cause serious disability; (c) these risks and dangers may be caused by the negligence or the owners, employees, officers or agents of FWCI-PW; 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 such other risks, hazards and dangers that are integral to recreational activities and/or us of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damage, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of FWCI-PW, or by another person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify FWCI-PW and its owners, agents, officers, 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 FWCI-PW equipment or my participation in FWCI-PW 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 FWCI-PW.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which FWCI-PW or its agents is a party shall be either the city of Marienville, Pennsylvania Justice Court or the County or State Supreme Court in Forest County.

I will return equipment in the same condition as received. I will be responsible for all damages. If the equipment is returned damaged, I will be responsible for the cost as listed.

I will not transport any Pale Whale equipment with my own vehicle.

I will not transport any alcoholic beverages on Pale Whale vehicles.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE FAIR WINDS CABINS, INC. (PALE WHALE CANOE FLEET) FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Age \_\_\_\_\_

Street Address \_\_\_\_\_ Phone Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_