

WAIVER & INDEMNITY AGREEMENT

Use of Equipment and Sporting Goods

I hereby RELEASE FROM LIABILITY and agree to indemnify and hold harmless Cherosnick Enterprises, INC., D/B/A Sportsmen's of Litchfield (Sportsmen's of Litchfield), its owners, agents, volunteers and employees from any and all liabilities for damages due to personal injury, death or property damage, regardless of the case, including negligence, which results in any way from the dangers and risks inherent in any event sponsored or participated in by Sportsmen's of Litchfield, INCLUDING BUT NOT LIMITED TO PADDLE BOARDING AND KAYAKING. I accept full responsibility for all such damages injury, death or property damages.

The undersigned in signing this waiver, acknowledges that the undersigned assumes full responsibility for their own safety, for the safety of any minor they are responsible for and, for the safety of all other persons who may come into contact with the undersigned while participating in any activities or events sponsored by Sportsmen's of Litchfield or while using any equipment provided by Sportsmen's of Litchfield. I, undersigned, on my behalf myself and on behalf of my heirs, representatives, and dependents, hereby release and discharge Sportsmen's of Litchfield, its owners, agents, volunteers and employees of and from any and all liability for personal injury or property damage resulting from the use of any equipment and/or sporting goods owned, leases or controlled by Sportsmen's of Litchfield.

In the event that any equipment and/or sporting goods should cause harm to any other person while under my care, custody, control or possession, I hereby agree to save harmless, indemnify and defend Sportsmen's of Litchfield and its owners, agents, volunteers and employees from all damages and costs, including attorney fees arising from such incident.

This agreement is governed by the applicable law of Connecticut. If any provisions of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

By signing this Indemnity Agreement, I hereby acknowledge and represent that I have read the entire Agreement, or that it was read to me in a language that I understand, and that I sign it voluntarily.

Signed: _____

Date: _____

Print name: _____