RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. READ BEFORE SIGNING

POCONO WHITEWATER, LTD. | 1519 STATE ROUTE 903, JIM THORPE, PA 18229

NAME (FIRST / LAST)

ADDRESS

CITY **STATE** **ZIP**

E-MAIL ADDRESS **RECEIVE EMAIL SPECIALS?** YES ☐ NO ☐

THIS IS RECORD OF PAYMENT, DO NOT LOSE!

In consideration of POCONO WHITEWATER, LTD., furnishings services and/or equipment to enable me to participate in activities, I agree as follows: I fully understand and acknowledge that: **1.** Risks and dangers exist in my use of POCONO WHITEWATER, LTD's equipment, the conditions of POCONO WHITEWATER, LTD's premises and the Lehigh River and its surrounding terrain, POCONO WHITEWATER, LTD's services, and my participation in POCONO WHITEWATER, LTD. activities. **2.** The previously mentioned use of such equipment, conditions, services, and my participation in the activities, may result in injury or illness including, but not limited to bodily injury, drowning, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability. **3.** These risks and dangers may be caused by the negligence of the owners, employees, officers, of POCONO WHITEWATER, LTD: the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and **4.** 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 part by the negligence or other conduct of owners, agents, officers, or employees of POCONO WHITEWATER, LTD, or by any other person. **5.** I, on behalf of myself, my personal representative and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify POCONO WHITEWATER, LTD 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 POCONO WHITEWATER, LTD's equipment or my participation in POCONO WHITEWATER, LTD's activities, and any negligence of POCONO WHITEWATER, LTD and its owners, agents, officers, and employees, to the fullest extent permitted by Law. **6.** I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by the owners, agents, officers, or employees of POCONO WHITEWATER, LTD., to the fullest extent permitted by Law. **7.** The venue of any dispute that may arise out of this agreement or otherwise between the parties to which POCONO WHITEWATER, LTD or its officers, employees or agents is a party shall be in either the Magisterial District Court or the Court of Common Pleas of Carbon County, Pennsylvania, as determined by the nature of the dispute and/or amount at issue. This document shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. **8.** Said release shall further assign to POCONO WHITEWATER, LTD all rights to use photographs and video images of me taken relative to said activities including - but not limited to - use in brochures, websites, catalogs, media advertisements, poster, videotapes, and the like. **9.** If any parts of this document are found to be invalid or unenforceable, it is agreed that the remaining parts shall continue in full force and effect.

X _____ _____ _____ **X** _____ _____

PARTICIPANTS SIGNATURE **AGE** **DATE SIGNED** **PARENT/GUARDIAN SIGNATURE** **PRINT NAME** (parent/guardian)