

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT
FOR THE SCHUYLKILL RIVER SOJOURN**

IN CONSIDERATION of being permitted to participate in any way in the Schuylkill River Sojourn ("Sojourn"), SCHUYLKILL RIVER GREENWAY ASSOC. (SRGA), its officers, administrators, directors, agents, members, volunteers and employees ("Releasees"), and intending to be legally bound hereby, I, _____ ("Releasor"), for myself and my executors, administrators, personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Sojourn and that I am qualified, in good health, and in proper physical condition to participate in the Sojourn. I further acknowledge that the Sojourn will be conducted over the Schuylkill River, and possibly other public waterways of the Commonwealth of Pennsylvania and other facilities open to the public during the Sojourn and upon or within which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, or if I am warned that conditions are unsafe by any authorized agent, employee, or volunteer of SRGA, I will immediately discontinue further participation in the Sojourn, or section of the Sojourn in progress.

2. FULLY UNDERSTAND that (a) BOATING AND AQUATIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions, or by the actions or inactions of others participating in the Sojourn, the conditions in which the Sojourn takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES, including those not known to me or not readily foreseeable at this time: and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ACKNOWLEDGE THAT I AM RESPONSIBLE FOR ALL LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Sojourn.

3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the SRGA, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Sojourn takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. And, I FURTHER AGREE that if, despite this RELEASE and WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. I AM 18 YEARS OLD OR OLDER, HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

5. **I hereby grant my permission for my photograph to be taken during my participation in the Sojourn and for any photographs taken to be utilized in any commercial or non-commercial published materials.**

6. In the event of an emergency, I authorize the Releasees and all representatives and/or employees of the Bad Adventure Company, Doug Chapman and Take it Outdoors Adventures to provide or obtain medical care or assistance for me as they consider necessary and appropriate and I agree to pay any and all costs associated with said care and any related medical or emergency transportation.

Dated: _____ RELEASOR'S SIGNATURE: _____

MINOR RELEASE for Participants up to 18 Years of Age

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF SOJOURN ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY, I HEREBY RELEASE, DISCHARGE COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ON THE REVERSE SIDE OF THIS DOCUMENT, I WILL IDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Dated: _____ RELEASOR Parent/Legal Guardian of Minor: _____