



# Silver Canoe & WHITEWATER RAFTING

## SILVER CANOE & WHITEWATER RAFTING NY INC VISITORS'S ACKNOWLEDGEMENT OF RISK

In consideration of the services of Silver Canoe & Whitewater Rafting NY INC their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "Silver Canoe & Whitewater Rafting NY INC") I agree as follows.

Although Silver Canoe & Whitewater Rafting NY INC has taken reasonable steps to provide me appropriate equipment so I can enjoy an activity for which I may not be skilled, Silver Canoe & Whitewater Rafting NY INC has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Silver Canoe & Whitewater Rafting NY INC does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all of the risks.

ACKNOWLEDGMENT OF RISKS: I realize that changing water flow or currents, submerged and semi-submerged, objects, varying wind and weather conditions, the presence of other watercraft, the speed at which I travel, the stability characteristics of a watercraft, and certain foreseen and unforeseen events or hazards can contribute to the unpredictability of the activity, that certain risks associated with this activity including but not limited to collision, upset, overturn and sinking can result in getting wet, injured, exposed to the elements, drowned, and personal property damaged or lost: that for swimmers and non swimmers, wearing a U.S. Coast Guard Approved flotation device is a basic safety precaution; that I may suffer accidents or illness in remote places where there are no available medical facilities; and that I should ask about other potential hazards and recommended precautions and procedures. I also realize that participation in an activity can result in personal injury, accidents or illness, including but not limited to insect bites, sprains, broken bones, hypothermia, paralysis, dismemberment, or death.

I am aware that canoeing, kayaking, whitewater rafting, and tubing entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Silver Canoe & Whitewater Rafting NY INC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I agree to allow any photographs or video taken of me while engaged in any activity provided by Silver Canoe & Whitewater Rafting NY INC to be used in any print media, commercials, or any commercial publicity whatsoever without compensation.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Signature of Parent or Guardian, if participant is under 18 years of age.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STORM KING ADVENTURES, LLC**  
**Assumption of Risk, Release of Liability and Waiver**

In consideration of Storm King Adventures, LLC (SKAT) furnishing services and/or equipment and permitting me to participate in river, lake, outdoor and wilderness activities including but not limited to kayaking , canoeing, climbing and hiking. ("Activities"). I agree, on behalf of myself and my successors , assigns, heirs and personal representatives, as follows:

I fully understand and acknowledge that (a) the Activities and the use of associated equipment have inherent and unforeseeable risks , dangers and hazards; (b) my participation in Activities and my use of associated equipment may result in injury or illness including but not limited to the negligence of others, accidents , breaches of contract, weather , the forces of nature, guide decision making, including that a guide may misjudge terrain , weather , trail or river route location, water level , depth or velocity, risks of falling out of or drowning in kayak or canoe, risks of slipping or falling , risks of negligent rescue operations, and other such risks, hazards and dangers as are integral to recreational activities that take place in the outdoors and wilderness environments , or other causes.

As a condition of my participation in Activities, I represent and warrant that I am in good physical and mental health, that I am fully capable of participating in Activities , and that I have not consumed any alcoholic beverages or other substances that would impair my senses or abilities.

I hereby accept and assume all risks, dangers , and hazards of my participation in Activities and use of equipment, whether disclosed or undisclosed, foreseeable or unforeseeable, and accept and assume all responsibility for any liability , claims, demands, losses, expenses or damages whether caused in whole or in part by the negligence or other conduct of the officers , directors , members , managers , agents , employees , successors or assigns of SKAT, or by any other person.

I hereby release and discharge, waive any right, covenant not to sue, and agree to hold harmless , defend, and indemnify SKAT and its officers , directors , members , managers , agents , employees, successors and assigns , from any and all liability, claims, demands, losses, expenses or damages for or arising out of any bodily injury, property damage, wrongful death , loss of services or otherwise which may arise out of my participation in Activities or use of equipment.

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<b>DATE</b>	<b>PRINT PARTICIPANT NAME</b>	<b>PARTICIPANT SIGNATURE</b>
<hr/>	<hr/>	<hr/>
<b>STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>
	<b>ZIP</b>	<b>PARENT OR GUARDIAN</b>
		<b>(If Participant is under 18)</b>
<hr/>		
<b>EMAIL ADDRESS</b>		

