

WAIVER AND RELEASE OF LIABILITY

Read carefully!

In consideration of Bubb's Outdoor Rentals furnishing services and/or equipment to enable me to participate in Bubb's Outdoor Rentals activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have:

- (a) Inherent risks, dangers and hazards, and such exists in my use of Bubb's Outdoor Rentals equipment and my participation in Bubb's Outdoor Rentals 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 ailments that could cause serious disability;
- (c) These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Bubb's Outdoor Rentals; 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, or kayak, and such other risks, hazards and dangers that are integral to recreational 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 in part by the negligence or other conduct of the owners, agents, officers, or employees of Bubb's Outdoor Rentals, or by any other person. I, on behalf of myself, my personal representatives, and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify, Bubb's Outdoor Rentals 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 Bubb's Outdoor Rentals equipment or my participation in Bubb's Outdoor Rentals 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 any other conduct by the owners, agents, officers or employees of Bubb's Outdoor Rentals.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Bubb's Outdoor Rentals or its agents is a party shall be either Williamsport, PA, Justice Court, or the County, or the State Supreme Court in Lycoming County.

Equipment damage: user will return the provided equipment in the same condition as when received minus normal wear and tear. User will pay provider for any damages occurring prior to said return, whether caused by user or any other person.

I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE BUBB'S OUTDOOR RENTALS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature

Date

Printed Name

City

State

Zip

Phone