



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") 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, exposure to airborne viruses including but not limited to Covid-19, 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 expressly acknowledge that naturally occurring disease processes may be present and in the environment in which my activities will take place. I acknowledge that, while Silver Canoe & Whitewater Rafting has taken reasonable measures to mitigate the potential for transmittal of and exposure to such viruses, that exposure to such viruses is an inherent risk of participating in the activity, one that cannot be eliminated by Silver Canoes & Whitewater Rafting. As such I expressly am responsible for mitigating my own risk of exposure to such viruses and disease and will do my part to protect others. I fully acknowledge that to minimize the risk to myself and others, those guests in my group, boat are from the same household. I will wear protective face coverings, if otherwise is true.

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. I agree that exclusive jurisdiction of any disputes with Silver Canoe & Whitewater Rafting shall be in the State and Federal Courts of the State of New York and the venue in the state court shall be Orange County.

Name _____

Address _____

Signature _____

Date _____

Signature of Parent or Guardian, if participant is under 18 years of age. By signing I attest my child weighs over 30 pounds.

Parent/Guardian Signature _____

Child Weight _____

EQUIPMENT MUST BE RETURNED BY 6:30 PM OR LATE CHARGES MAY APPLY