

**I AM AWARE THAT THE USE OF CANOES, KAYAKS, AND TUBES IS HAZARDOUS AND A PERSON CAN INCUR PERSONAL INJURY OR LOSS OF LIFE. THIS RELEASE LIMITS YOUR RIGHTS TO RECOVERY OF DAMAGES IN CASE OF ACCIDENT.**

**READ CAREFULLY**

**LIABILITY WAIVER AND ASSUMPTION OF RISKS**

Welcome to COOK FOREST CANOE RENTAL, as you set out on a scenic journey upon this beautiful river, please realize that canoeing, kayaking, and tubing as any adventure, entails some risks and hazards, and can result in injury or death. A canoe by its very nature sacrifices balance for speed and sleekness, and the occupants must take care to maintain a center of balance and keep the canoe or kayak lined up with the current. Obstacles in the river represent possible hazards and should be respected. Changing river conditions at times result in quick currents and the necessity for alert and responsible operation of the canoe or kayak. Be aware and watch your stepping during put-ins and take-out points. Please examine your equipment and report any problems before beginning your trip. **WEAR YOUR LIFE JACKET!** Please return equipment in the same condition as when received. You are fully responsible for anyone in the canoe that is under 18 years of age. You are responsible that anyone 90 pounds or less is wearing the appropriate life jacket for their correct weight.

In consideration of my use of property and equipment of COOK FOREST FUN PARK LLC, (DBA COOK FOREST CANOE RENTAL), and with full knowledge of the risks and hazards involved in the use thereof: I voluntarily assume all risks of loss, damage, or injury that may be sustained to me personally or those in my custody and/or to my property and hereby do release COOK FOREST CANOE RENTAL, owner, agency, officers, employees and assigns from all claims, demands, actions, causes of action and from all liability for damage, loss or injury whatsoever kind nature or description resulting from the rental of canoes, kayaks, tubes, equipment, transportation, and negligence. The undersigned further agrees to pay all costs, expenses and attorney fees which may be incurred by COOK FOREST CANOE RENTAL his agents, successors, and assigns in enforcing any and all obligations under this contract. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Cook Forest Canoe Rental or its agents is a party shall be either the Village of Cooksburg, PA Justice Court, or the County or State Supreme Court in Jefferson County. Any claims or dispute arising from any child in your responsibility participation in Cook Forest Canoe Rental activities or use of Cook Forest Canoe Rental equipment shall be venued in the Jefferson County Supreme Court of the State of Pennsylvania. I agree to pay COOK FOREST CANOE RENTAL the replacement cost for any damage to or loss of equipment that may occur during the rental period.

I will not transport any Cook Forest Canoe Rental equipment with my personal vehicle.

I will not transport any alcoholic beverages in Cook Forest Canoe Rental vehicles.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT FOR MYSELF AND ANY MINOR CHILDREN FOR WHICH I AM A PARENT, LEGAL GUARDIAN OR OTHERWISE RESPONSIBLE, AGREE TO RELIEVE COOK FOREST CANOE RENTAL FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

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