Venture Outdoors: Kayak Pittsburgh 2007 **Acknowledgement & Assumption of Risk**

I acknowledge that by signing this document, I am releasing Venture Outdoors, Inc. and Kayak Pittsburgh and their respective agents, employees, members, sponsors, promoters and affiliates (collectively "Releasee's") from liability. This release form is a contract with legal consequences. I have been advised to read this document carefully and to provide my signature at the bottom of this page.

PLEASE READ EACH STATEMENT CAREFULLY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU HAVE READ AND FULLY UNDERSTAND THE NATURE AND CONSEQUENCES THEREOF.

I acknowledge and fully understand that outdoor recreational activities have risks, including certain risks that cannot be eliminated without destroying the unique character of the activity. The activities also include physical stresses, risks, dangers, and hazards that may result in the damage or loss of personal articles and equipment, accidental injury, illness, or in extreme cases, permanent trauma, disability, or death. These risks and dangers may be caused by the negligence of the Releasees; 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 or drowning while in a canoe or kayak and other such risks, hazards, and dangers that are integral to these activities and/or use of equipment.
I am aware that Venture Outdoors activities include risks of my injury or death. I understand the description above of these risks is not complete and that other unknown or unanticipated risks may result in property loss, injury or death. I agree to assume 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 in full knowledge of the inherent risks. I hereby assume all risks and dangers to myself and my family and all responsibility for all loss and/or damages, whether caused in whole or in part by the negligence or other conduct of the Releasees.
I acknowledge that engaging in this program may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of Venture Outdoors 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 will pay attention to and will adhere to all safety and procedural information and materials provided by the Releasees. I agree it is my sole responsibility to be familiar with the Releasee's rules, and any special regulations for the event. I understand and agree that situations may arise during the event which may be beyond the immediate control of Venture Outdoors. I will follow the instruction and guidance of the staff. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.
I hereby grant full permission to the staff, the Venture Outdoors: Kayak Pittsburgh and their respective agents, boards, commissions, and any other involved parties of the foregoing to use photographs, videotapes, motion pictures, or any other record of this event, including my name, likeness and/or voice for any legitimate purpose, including for advertising display, audiovisual presentations or otherwise.
I understand that the Releasees require me to wear a life jacket (PFD) at all times.
The Pennsylvania Fish and Boat Commission requires that any manually powered boat on the water between sunset and sunrise must display an all around white light, which must be visible to other nearby watercraft. I understand that I am responsible for providing such lighting.
I understand that it is against the law to litter.
It is illegal to operate a boat while under the influence of alcohol or controlled substances. I am not intoxicated and will not consume alcoholic beverages while participating in this activity.
I take full responsibility for any possessions (cameras, binoculars, electronics, wallets, etc.) taken along on this activity. I am aware that water damage may occur and that unsecured items fall out of pockets and boats and get damaged or lost.
I take full responsibility for any consequences resulting from not adhering to federal, state, or local laws and regulations.
I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification.
I represent that I am fully capable of participating in the program, without causing harm to others or myself. Therefore I, and my parent(s) or guardian, if I am a minor, assume and accept full responsibility for me and for injury, death and loss of personal property and expenses suffered by me and them 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 or otherwise wrongful conduct in participating in these activities.
Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.
This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasee's and the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts and properties, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasee's), **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE,** which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event.

Name (print) _____ **Signature of Participant** _____

Consent and Release of Parent or Guardian

I am the parent or guardian of _____ (Child). My Child is fit for the Venture Outdoors event, and I consent to my Child's participation. In consideration of allowing my Child to participate, I consent to it and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasee's (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in this activity, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the activity.

In addition, Venture Outdoors is authorized to obtain or provide emergency hospitalization, surgical or other medical care for my child.

This agreement is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

Name of parent or guardian (print) _____ **Signature of parent or guardian** _____