

Read Carefully: Waiver and Release of Liability

In consideration of ROE Outfitters LLC furnishing services and/or equipment to enable me to participate in outdoor adventure, 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 **(Circle One)** RAFTING, TUBING, MOUNTAIN BIKING, CANOE/KAYAK LIVERY equipment and my participation in **(Circle One)** FISHING, WHITEWATER RAFTING, CANOEING, KAYAKING, JETBOATING, HIKING, HUNTING, MOUNTAIN BIKING, SNOWSHOEING 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, but not limited to, ROE Outfitters LLC; 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 levels, risks of falling out of or drowning while in a raft, canoe/kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (D) by my participation in these activities and for 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 ROE Outfitters LLC, 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 ROE Outfitters LLC and their 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 livery equipment or my participation in FISHING, WHITEWATER RAFTING, CANOEING, KAYAKING, JETBOATING, HIKING, HUNTING, MOUNTAIN BIKING, SNOWSHOEING activities or LIVERY 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 other conduct by the owners, agents, officers or employees of ROE Outfitters LLC.

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

(Please Print) Participant Full Name: _____

PARTICIPANT SIGNATURE: _____

DATE OF BIRTH: ____/____/____ DATE OF ACTIVITIES from ____/____/____ to ____/____/____

ADDRESS OF PARTICIPANT (please print)

Street: _____ City: _____

State: _____ Zip: _____ E-mail: _____

Phone: _____

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of ROE Outfitters LLC, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless ROE Outfitters LLC from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF ROE Outfitters LLC.

SIGNATURE OF PARENT OR GUARDIAN: _____

(Please Print) Name: _____