

PAUMANOK TOURS, LLC
READ CAREFULLY - WAIVER AND RELEASE OF LIABILITY

In consideration of Paumanok Tours furnishing services and/or equipment to enable me to participate in Paumanok Tours' activities, I acknowledge and agree as follows:

I fully understand and acknowledge that:

- (a) Outdoor recreational activities have inherent risks and dangers, and such exist in my use of Paumanok Tours' kayaking equipment and my participation in Paumanok Tours' activities
- (b) My participation in such activities and/or use of such equipment may result in, but is not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, eye injury, blindness, cuts and bruises to the skin, heat stroke, heart attack, 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 Paumanok Tours, the negligence of the participants, the negligence of others, accidents, breaches of contract, animals, the forces of nature or other causes.
- (d) These 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.
- (e) By my participating in these 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, employees of Paumanok Tours or by any other person.
- (f) I hereby assume all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or equipment, or any portions thereof, including but not limited to vandalism or theft, and shall pay Paumanok Tours for full cost of replacement or repairs
- (g) I understand that any photograph taken of me and/or minor children by Paumanok Tours agents may become the property of Paumanok Tours and I hereby authorize use of such photos for brochures, slideshows and other promotional materials.

I, on behalf of myself, my personal representatives, next of kin and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Paumanok Tours 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 Paumanok Tours' equipment or my participation in Paumanok Tours' 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 Paumanok Tours.

I HAVE READ THE ABOVE WAIVER AND RELEASES AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE PAUMANOK TOURS FROM ANY LIABILITY FOR ANY AND ALL PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSES

Name (printed)	Signature	Date	Age
Street Address	City	State	Zip
Email	Phone Number	Cell Phone Number	

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) being permitted by Paumanok Tours to participate in its activities and to use its affiliates' equipment, I further agree to indemnify and hold harmless Paumanok Tours from any and all claims which are brought by, or on behalf of minor, and which are in any way connected with such use or participation by minor.

Signature of Parent/Guardian	Print Name	Date
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