

Date _____

F & S Adventures, LLC Read Carefully - Waiver and Release of Liability

In consideration for F & S Adventures, LLC (hereinafter "F & S") furnishing services and/or equipment to enable me to participate in tubing activities

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of F & S equipment and my participation in tubing 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 or other ailments that could cause serious disability or death; (c) these risks and dangers may be caused by negligence of the owners, employees, officers, agents or associates of F & S, the negligence of the participants, the negligence of others, accidents, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, variations in terrain, weather, trail or river route, water current and level, risks of falling out and drowning while tubing, bites or stings from animals and significant and other such 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/or use of equipment, I hereby assume all risks and dangers and all responsibility for and losses and/or damages, whether caused in whole or in part by the negligence, omission or conduct of the owners, officers or employees of F & S or by any other person.

I have been advised that I must wear an approved personal floatation device at all times while on the water and agree to do so. I am not now nor will I be under the influence of alcohol, controlled substances or any other substance which may inhibit my judgment, ability to comprehend or reflexes before or during the activities scheduled including tubing and travel to and from such tubing.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify F & S and its owners, agents, officers, employees, associates and all land owners whose property is crossed or utilized, 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 F & S equipment and/or my participation in tubing 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, omissions, or other conduct by the owners, agents, officers, associates or employees of F & S.

The venue of any dispute that may arise out of this Agreement or otherwise between the parties to this Agreement to which F & S or its agents is made a party, shall be either the Town of Shandaken, New York Justice Court of the New York State Supreme Court in Ulster County.

EQUIPMENT USAGE AGREEMENT

I have received and am responsible for returning equipment in the same condition in which it is received. I am responsible for any costs, legal or otherwise, incurred by F & S or its owners, agents, officers, associates or employees in securing return or reimbursement for damages to said equipment.

Participant's Name	_____		
Address	_____		
City	State	Zip	_____
Telephone	E-Mail	_____	
Date of Birth	Age	_____	

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING BELOW AGREE TO ALL TERMS AND IT IS MY INTENTION TO EXEMPT AND RELIEVE F & S FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

PARTICIPANT'S SIGNATURE

DATE