

TWIN RIVERS TUBING

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING CONTRACT AND YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PARTICIPANT INFORMATION

- Full Name: _____
- Cell Phone: _____ Email: _____
- Street Address: _____
- City / State / Zip: _____
- Emergency Contact Name: _____ Relationship: _____
- Emergency Contact Phone: _____

TERMS AND CONDITIONS

In consideration for being permitted to rent equipment from, utilize the services of, and/or participate in water sports, tubing, rafting, kayaking, canoeing, or transportation activities provided by **Twin Rivers Tubing**, its owners, officers, employees, agents, volunteers, and affiliates (collectively referred to as the "**Releasees**"), I, the undersigned Participant, hereby agree to the following terms:

1. Express Assumption of Inherent Risks

I acknowledge that water-based activities, including tubing and boating, are inherently dangerous and involve significant risks. These risks include, but are not limited to: drowning; permanent paralysis; severe head, neck, or spinal injuries; broken bones; cuts, scrapes, and abrasions; heat exhaustion, sunstroke, dehydration, and sunburn; exposure to adverse weather conditions, sudden storms, lightning, and Acts of God; collisions with rocks, logs, watercraft, debris, or other participants; changing water depths, rapid currents, and undertows; contact with harmful insects, aquatic life, or wildlife; and equipment failure.

I KNOWINGLY, FREELY, AND VOLUNTARILY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THIS ACTIVITY, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, and assume full responsibility for my participation.

2. Release of Liability and Covenant Not to Sue

I HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE THE RELEASEES from any and all liability, claims, demands, actions, or causes of action arising out of any loss, damage, injury, illness, or death that may be sustained by me or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or otherwise, while participating in any activity, utilizing equipment, or while on the premises located at 158 S. 3rd Street, Easton, PA, Frost Hollow Overlook, City of Easton property, or any utilized public or private launch/exit sites. I expressly agree that I, my heirs, assigns, and legal representatives will not initiate any lawsuit or legal proceeding against the Releasees.

3. Indemnification and Hold Harmless

I agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities (including, but not limited to, attorney's fees and court costs) brought as a result of my involvement in these activities, and to reimburse the Releasees for any such expenses incurred.

4. Equipment, Water Safety, and Alcohol Policy

- **Life Jackets:** I agree to properly wear a properly fitted, Coast Guard-approved personal flotation device (life jacket) **at all times** while on the water.

- **Alcohol/Drugs:** I acknowledge that the consumption of alcohol or drugs is strictly prohibited during Twin Rivers Tubing activities and is illegal on public waterways and boat landings. I agree not to participate while under the influence of alcohol or drugs.
- **Self-Guided Trip:** I understand that all trips are strictly **self-guided**. There are no lifeguards or guides on the river. I am entirely responsible for my own safety, navigation, and the self-rescue of myself and my party.
- **Hazard Reporting:** If I observe any unusual or significant hazard during my participation, I will immediately discontinue participation and bring it to the attention of the nearest official.

5. Equipment Return and Damage Fees

I agree to return all rented equipment (tubes, life jackets, paddles, straps, etc.) at the mutually agreed time, date, and location in the same condition as received. If equipment is damaged, lost, or stolen, I agree to pay for the replacement or repair costs immediately upon return, including any collection or legal fees incurred by the livery.

6. Participant Physical Condition and Age Warranties

I represent and warrant that:

- I am of legal age (18 years or older) and am competent to sign this agreement.
- I, and any minor accompanying me, are **capable swimmers**, are at least **six (6) years of age**, and are in good physical health and condition to safely participate in this rigorous activity.

ACKNOWLEDGMENT OF UNDERSTANDING

I HAVE READ THIS TWO-PAGE RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE THE RELEASEES FOR NEGLIGENCE. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

- **Participant's Signature:** _____
- **Print Name:** _____
- **Date:** _____

FOR PARENTS / LEGAL GUARDIANS OF MINOR PARTICIPANTS (AGES 6–17)

(This section must be completed if the participant is under the age of 18)

I certify that I am the parent or legal guardian with legal responsibility for the minor participant(s) named below. I hereby consent and agree to his/her release, waiver, and assumption of risk as outlined above. For myself, my heirs, assigns, and next of kin, I agree to **RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Releasees from any and all liability, claims, or demands incident to my minor child's involvement or participation in these programs, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

- **Minor's Name(s) & Age(s):** _____
- **Parent/Guardian Signature:** _____
- **Print Parent/Guardian Name:** _____
- **Date:** _____

Disclaimer: *While this waiver has been structured to maximize legal enforceability under standard US recreation laws (specifically focusing on explicit negligence waivers and clear layout), laws governing liability waivers vary significantly by state and are constantly evolving. It is strongly recommended that you have a licensed attorney in Pennsylvania review this final draft before implementing it for business operations.*