

Guppy Gulch

An Adventure Camp Located in Delta, PA Owned and Operated by Stephen N. Deem

Release of liability, waiver of claims, express assumption of risk and indemnity agreement

Express assumption of risk associated with diving and related activities.

I, _____, do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with certain camping activities including, *but not limited*, to the following:

- 1) Blob _____
- 2) Canoeing _____
- 3) Cuggle sticks _____
- 4) Dodge ball _____
- 5) Jousting _____
- 6) Kayaking _____
- 7) Motor boating _____
- 8) Mountain climbing _____
- 9) Snorkeling _____
- 10) Swimming _____
- 11) Water slide _____
- 12) Volleyball _____
- 13) Zip line _____

I fully understand that these risks can lead to severe injury and even possible loss of life. I do understand that the above activities are monitored by competent personnel; nevertheless, I choose to proceed to participate in these activities, unless I opt out and I do not intend to participate.* Despite the potential hazards, risks, and dangers associated with the various activities, I wish to proceed and I freely accept and expressly assume all hazards, risk and dangers that may arise, from those activities which could result in personal injury, loss of life, and other possible damage to me. (*Please circle and initial each activity above, if you choose to opt out.)

Release of liability, waiver of claims and indemnity agreement

In consideration of being allowed to participate in activities at Guppy Gulch and the use of their facilities and equipment of the below listed releases, I hereby agree as follows:

1. To waive and release any and all claims based upon negligence, activities or passive exception of intentional, wanton or willful misconduct that I may have in the future against any of the following person or entities (hereinafter referred to as Releasees: Guppy Gulch:
 (instructor/s) _____
 (Facility/ies) _____
 (Others) _____
2. To release the releases, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs, executors or assigns may have for personal injury, property damage or wrongful death arising from, but not limited to, the thirteen (13) activities (listed above) whether caused by active or passive negligence of the release or otherwise with the exception of gross negligence. By executing this document, I agree to hold the releasees harmless from any injury or loss of life which may occur to me during said activities and/or instruction.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in the Agreement. I further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania, United States of America.
4. If any provision, section, subsection, clause or phrase of this Release is found to be unenforceable or invalid, that portion shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable portion had never been contained in this document.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

I have read this agreement, I understand it and I agree to be bound by it.

Signature of participant _____ date _____

Witness (name) _____ signature _____

Signature of parent or guardian if participant is a minor, and by their signature they, on my behalf, release all claims that both they and I have.

Signature of parent if participant is a minor _____ date _____

Waiver Reaffirmation

I have read this agreement, I understand it and I agree to be bound by it.

Signature of participant _____ date _____

Witness (name) _____ signature _____

Signature of parent or guardian if participant is a minor, and by their signature they, on my behalf, release all claims that both they and I have.

Signature of parent if participant is a minor _____ date _____

Instructor/leader Confirmation

I have reviewed this agreement and confirm that it has been properly completed.

Signature of instructor/leader _____ date _____