**WAIVER AND RELEASE OF LIABILITY**

**TWO DAM KAYAK RENTALS LLC**

By signing this **WAIVER AND RELEASE OF LIABILITY** form, you are acknowledging that;

1. There are inherent risks and dangers in swimming, kayaking, camping, canoeing, biking, and fishing.
2. That your participation in such activities and / or your use of such equipment may result in injury or illness or death

or damage to personal property;

1. These risks and dangers may be caused by other participants, or by accidents, or by the forces of nature or other

causes which may arise from foreseeable or unforeseeable causes including, but not limited to, selection of trail or; lake/river/creek route, water level, weather conditions, risks of falling out or watercraft, falling from bicycle, wildlife and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and

1. **I Hereby accept and assume these risks and dangers and agree to waive and future or present ability to sue or seek**

 **a claim for any and all damages against Two Dam Kayak Rentals LLC, Army Corps of Engineers, and Keystone State Park that may result from my rental and use of the above equipment and my participation in the above activities.**

 **I Hereby acknowledge that I have read this document and that by signing this document, I agree to its terms and conditions and nevertheless choose to engage and participate in the above activities and to use the equipment.**

 **I agree that this WAIVER AND RELEASE OF LIABILIY shall also waive and release the liability of the officers, directors, owners, managers and employees or Two Dam Kayak Rentals LLC, Army Corps of Engineers, and Keystone State Park.**

I certify that I am physically and emotionally fit to meet the demands of participating in the above activities and in utilizing the equipment.

 I agree to wear an approved personal flotation device at all times when in a watercraft or in the water. I agree to:

1. Never exceed the manufacturers recommended passenger count or weight limits for the watercraft that I am in;
2. Never have more than one person on a bicycle;
3. Not to litter;
4. Respect the plants, wildlife, and people I encounter;
5. Not knowingly trespass on private property;
6. Not to use profane or abusive language around others;
7. Not to operate, use, or occupy any equipment or participate in any of the activities while under the influence of

 drugs or alcohol.

Any of the above are reasons for Two Dam Kayak Rentals LLC to refuse equipment, rescind all rental privileges, including

 transportation, and terminate the participation in the activity.

 In the event a person under eighteen (18) is participating in the activity, who is my child, or in my custody, I understand that said minor will be under my supervision and must wear an approved personal flotation device at all times while on or in the water. I affirm that the minor will not be under the influence of alcohol or a controlled substance, will not carry, use or consume these substances before or during his or her scheduled participation in Two Dam Kayak Rentals LLC’s activities or use of its equipment shall be venued in the Court of Common Pleas of Westmoreland County, Pennsylvania.

 **By signing this WAIVER AND RELEASE OF LIABILITY agreement I do hereby make the same representations and warranties and do hereby make the same WAIVER AND RELEASE OF LIABILITY for and on behalf of the minor in my custody.**

 **I have read the above and by signing it agree to the terms. I also acknowledge that I have had the opportunity to ask questions about this WAIVER AND RELEASE OF LIABILITY and what it means.**

I agree to be responsible for returning all equipment in good condition to the place so designated by Two Dam Kayak Rentals LLC and my failure to do so requires that I pay for the replacement and/or repair to the equipment.

**DATE:**

**TIME GOING OUT: PHONE NUMBER:**

**SIGNATURE: PRINT NAME:**

**MINOR(S) or NAME(S)**

**TIME BACK IN WITH CUSTOMERS INTITIALS:**