



HUDSON RIVER EXPEDITIONS



Release of Liability, Waiver of Claims, Express Assumption of Risk, and Indemnity Agreement

In exchange for participation in the activity of kayak, canoe, and/or paddleboard rentals, tours, and/or instruction organized by Hudson River Outfitters Inc. dba Hudson River Expeditions (hereinafter referred to as "HRE"), of 14 Market Street, Cold Spring, New York, 10516 and/or use of the property, facilities, and services of HRE, I, agree for myself and (if applicable) for the members of my family, to the following:

- 1. Acknowledgement of Risks:** I acknowledge that these activities involve certain inherent risks. I understand that these risks may result in serious injury or death, and that no amount of care, caution, instruction, or expertise can eliminate this inherent danger.
- 2. Assumption of Risk:** I agree and promise to accept and assume full responsibility for all of the known and unknown risks referenced above, including the risks of serious injury or death. My participation in this activity is voluntary, and I elect to participate in spite of the risks.
- 3. Representation of Fitness:** I am physically fit and do not have any medical condition that would limit my ability to engage in this activity. If I have any medical conditions that may affect my abilities, I have discussed my condition with HRE and have taken all necessary steps to ensure that my condition will not affect my safety or the safety of others. I am capable of performing this activity and agree to cease my participation if I feel I am not capable of continuing.
- 4. Release and Waiver of Liability:** In consideration for being permitted to participate in this activity, I, for myself, my heirs, personal representatives, and assigns, do hereby release, waive, discharge, and covenant not to sue HRE or its owners, officers, employees, and agents from and for all liability for any loss or damage, and any claim or demand therefore on account of injury to person, death or property damage, whether caused by negligence or otherwise, which are in any way related to my participation in this activity or my use of equipment, facilities, or services provided by HRE.
- 5. Indemnity:** I further agree to indemnify and hold harmless HRE and its owners, officers, employees, and agents and each of them from any and all liabilities or claims made by other individuals resulting from or related to my participation in this activity and to reimburse them for any and all damages, claims, liabilities costs, and expenses, including attorney's fees and other litigation or pre-litigation expenses.
- 6. Agreement to Follow Rules:** I agree to follow all of the rules of HRE while participating in this activity. I understand that it is my responsibility to follow these rules without being reminded or told to do so, and that any failure on my part to follow these rules may tend to increase the risk of my being injured or killed.
- 7. Authorization of Medical Treatment:** I hereby authorize any medical treatment deemed necessary in the event of any injuries. I either have appropriate insurance or, in its absence, agree to pay for all costs of rescue; emergency and medical services that may be incurred on my behalf, even if I am not in fact injured, or in need of such services. In the event HRE incurs such costs on my behalf, I agree to provide reimbursement for such costs.
- 8. Governing Law and Severability:** I further agree that this Assumption of Risk, Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held to be invalid or unenforceable, that the remainder of this agreement shall, notwithstanding, continue in full legal force and effect.
- 9. Parent or Legal Guardian of Minor Child Under Age 18 (If Applicable):** I am the parent or legal guardian of the children or minors named.

Minor's Name: _____ DOB: _____ Minor's Name: _____ DOB: _____

and, as such, I am authorized to enter into this agreement. I agree that the minor child and I are bound by and subject to the terms of this agreement. I further agree to indemnify and hold harmless HRE and its owners, officers, employees, and agents and each of them from any and all liabilities or claims made on behalf of the minor child that are in any way related to the minor child's participation in this activity and to reimburse them for any and all damages, claims, liabilities costs and expenses, including attorney's fees and other litigation or pre-litigation expenses.

10. Acknowledgement of Understanding: I have read this Assumption of Risk, Release, Waiver of Liability, and Indemnity Agreement. No oral representations, statements, or inducement apart from the foregoing written agreement have been made to me. I understand that I am giving up substantial legal rights, including my right to sue. I am signing this agreement voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

1. Print Name: _____ Signature: _____ Date: _____

Address: _____ City/State: _____ Phone: _____

In Case of Emergency notify _____ Phone: _____

2. Print Name: _____ Signature: _____ Date: _____

Address: _____ City/State: _____ Phone: _____

In Case of Emergency notify _____ Phone: _____

If you are taking a mobile phone please provide us with your number: _____

Do you give permission to use photographic images in promotional material and/or online postings. YES NO

If you would like to join our mailing list please provide us with your email address: _____