

River Rock Adventures LLC

Campsite Agreement, Waiver and Release of Liability

In consideration for being permitted to participate in the activity of camping and all related recreational activities, I agree to the following Waiver and Release: I acknowledge that camping and all related recreational activities have inherent risks, hazards and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATIONS:

1. Water Hazards in boating, kayaking, SUP, fishing, canoeing, wading and other watercraft activities in the river including drowning;
2. Hiking, Cycling or Running in rugged country and conditions;
3. Injuries from fishing equipment and other participants;
4. Temperature extremes, inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury;

RECOGNITION OF RISK: Undersigned expressly acknowledges that camping and related activities come with inherent risks of injury to persons and property. UNDERSIGNED ARE AWARE OF THOSE RISKS AND UNDERSTAND THEM. Undersigned acknowledges that PFD's (Lifejackets) are required by law in boating and watercraft activities. ALL UNDERSIGNED ARE REQUIRED TO WEAR PFD'S/LIFEJACKETS WHILE USING BOATS AND WATERCRAFT EQUIPMENT. Undersigned understands that use of a PFD does not remove all risks or injury; nor does PFD use make Kayaking, Paddle boarding, Canoeing, Boating, Wading or other Watercrafts safe activities. Undersigned alone has determined the sufficiency of any safety gear or other precautions that undersigned decides to take to minimize the risks of the activity. No party related to the released parties, including but not limited to Owner, Employees and Volunteers, has made any representations regarding the safety of, or the risks of, the activity. UNDERSIGNED EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY;

5. Undersigned represents that he/she is capable of safely operating and handling the equipment and find it in good working order, condition and repair. Undersigned represents that he/she has the adequate skills, knowledge and experience to safely complete the planned camping activity and all related recreational activities and that adequate preparations have been made to ensure safe completion of trip.
6. Undersigned shall obey all Federal, State and Local Boating Regulations, Laws, Ordinances and Lawful directives from appropriate emergency or law enforcement personnel, while fishing, operating boats, watercrafts or equipment from River Rock Adventures campsite. Undersigned is solely responsible for any citation, violation or damages occurring during the use of, or as the result of using or participating in, boats, watercrafts, fishing or equipment from River Rock Adventures Campsite;

RELEASE OF LIABILITY: I, for myself, my heirs, successors, executors and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE INDEMNIFY AND HOLD HARMLESS RIVER ROCK ADVENTURES, their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suites, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment whether such damage, loss, injury, paralysis or death results from negligence of RIVER ROCK ADVENTURES or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue RIVER ROCK ADVENTURES as a result of any injury, paralysis, or death suffered in connection with my use and participation in any recreational activities, activities of camping, hiking, cycling, boating, kayaking, canoeing, fishing, wading and paddleboarding .

NON-COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

I HAVE CAREFULLY READ THIS RENTAL AGREEMENT, WAIVER AND RELEASE OF LIABILITY, CLEARLY UNDERSTAND IT'S TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMNT.

Signature:

Date:

Phone:

E-mail:

If less than eighteen (18) years of age, a parent, guardian, or custodian must sign below acknowledging and agreeing to the indemnification and minor acknowledgement.

Signature of Parent/Guardian/Custodian of Minor:

Printed name of Minor:

Date:

INDEMNIFICATION: In consideration for the above minor being permitted by RIVER ROCK ADVENTURES to participate in activities of camping and related recreational activities including but not limited to, boating, kayaking, paddle boarding, fishing, canoeing, wading, cycling or hiking which include, without limitation the use of its equipment and services, I agree to the following waiver, release and indemnification: The parent/guardian/custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Agreement, Waiver and Release and hereby stipulates and agrees to save and hold harmless,

indemnify, and forever defend RIVER ROCK ADVENTURES, their owners, directors, officers, agents, employees and volunteers from and against all claims, actions, demands, expenses, liabilities (including reasonable attorney fees), and negligence made or brought by said minor or by anyone on behalf of said minor, as a result of said minor participation in the activities of camping and any other related recreational activities including but not limited to boating, kayaking, canoeing, paddle boarding, fishing, hiking, cycling or wading and his or her use of the property, animals (if any) and facilities of RIVER ROCK ADVENTURES, on behalf of said minor, further agree not to sue as a result of any injury, paralysis, or death that said minor suffers in connection with his/her participation in activities of camping and related recreational activities such as but not limited to, boating, kayaking, canoeing, paddle boarding, hiking, cycling, fishing or wading .

MINOR ACKNOWLEDGEMENT: Adult acknowledges that he/she is not only signing this Liability Waiver on adult's behalf, but that adult is also signing this Liability Waiver on behalf of Minor and that Minor is bound by all the terms of this Liability Waiver. Additionally, by signing this Liability Waiver as the parent, legal guardian or custodian of Minor, Adult understands that he/she is also waiving rights of Minor that Minor otherwise may have. Adult agrees that Minor would not be permitted to participate in the Activity or use the RIVER ROCK ADVENTURES Facilities if Adult did not sign this Liability Waiver on Minor's behalf. By signing this Liability Waiver without a parent or legal guardian's signature, Minor, under penalty of fraud, represents that he/she is at least 18 years of age. Adult represents that he/she is a legal parent or guardian of Minor.

DISPUTES: With respect to any activity by Minor at the RIVER ROCK ADVENTURES Campsite, this Liability Waiver shall be governed and construed according to the laws of Pennsylvania, state and federal, applicable to contracts executed therein and to the exclusive (subject to the arbitration provisions following) jurisdiction of Lancaster County in the State of Pennsylvania. The sole remedy for any actions arising under this Liability Waiver shall be binding arbitration in Lancaster County, Pennsylvania before one arbitrator who shall be a lawyer familiar with matters related to the subject matter of this Liability Waiver. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures as modified herein. Each party may depose the experts retained by the other party and conduct such other discovery deemed appropriate by the arbitrator. Judgement on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies from a court of appropriate jurisdiction. The arbitrator may, in the awards, allocate all or part of the costs of the arbitration, including reasonable attorneys' fees of the prevailing party and the fees of the arbitrator. THE PARTIES UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, THE PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE THAT IS COVERED BY THIS ARBITRATION PROVISION, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE

TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR AS PROVIDED FOR IN THIS LIABILITY WAIVER.

BINDING EFFECT: This Liability Waiver shall be effective and binding upon Undersigned's heirs, next of kin, executors, administrators, successors, and assigns.

MISCELLANEOUS: Undersigned further acknowledges and understands: (a) this Liability Waiver was made and executed in the State of Pennsylvania and shall be governed by, enforced in and construed in accordance with the laws of the State of Pennsylvania; (b) Undersigned in executing this Liability Waiver, is not relying on any inducements, promises, or representations made by the Released Parties; (c.) Minor will not engage in any activities prohibited by any applicable laws, statues, regulations and ordinances; (d) this Liability Waiver constitutes the entire agreement between the parties and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter of this Liability Waiver; (e) this Liability Waiver is a contract and is binding to the fullest extent permitted by law; (f) if any part of this Liability Waiver is deemed to be unenforceable, the remaining terms are an enforceable contract between the parties; and (g) Adult is acting on behalf of the Minor's other parent or legal guardian in signing this Liability Waiver and has the authority to bind such other parent or legal guardian to the terms and conditions of this Liability Waiver on his or her behalf.

DEFINITIONS: As used herein:

"Activity" means travelling to or from or about the River Rock Adventures Campsite, being present at the River Rock Adventures Campsite in any capacity, and undertaking any activity whatsoever whether of an athletic or recreational or otherwise at or on any part of the River Rock Adventures Facilities and/or the River Rock Adventures Campsite.

"Adult" means the undersigned parent, legal guardian or custodian, being at least 18 years old, signing on behalf of the Minor(s) named below so that the Minor will be permitted to engage in the Activity.

"Minor" means the Minor(s) named below who will be participating in the activity.

"Released Parties" means (i) the named corporations, the shareholders or members, managers, directors, officers, agents, partners, sponsors, affiliates, employees, independent contractors, volunteers and guests of any and each of the following: River Rock Adventures LLC, River Rock Adventures, River Rock Adventures Campsite and any subsidiary, affiliate, or company under common control with one or more of the previously named companies; (ii) the owners and/or occupiers of the land on which the River Rock Adventures Campsite is located; (iii) any person present at the River Rock Adventures Campsite in a capacity as a journalist, reporter, or representative of the media and/or is shooting stills and/or moving pictures in any media; (iv) any personnel who may interact with Undersigned in connection with medical matters in any capacity at the River Rock Adventures Campsite; (v) any person at River Rock

Adventures Campsite there to attend or watch any event taking place thereat, (vi) any person who has signed a Waiver who is present at the River Rock Adventures Campsite; and (vii) the manufacturers or supplier of Equipment used at the River Rock Adventures Campsite.

“Undersigned” means Adult and Minor collectively.

“River Rock Adventures LLC”

“River Rock Adventures Campsite” means, collectively, the River Rock Adventures Campsite, Property and Facilities located in Bainbridge, Conoy Township, Pennsylvania as well as any and all legal property, holdings, and any other assets attached to the legal entity of River Rock Adventures LLC.

“River Rock Adventures Facilities” means the area, facilities, features and any and all structures or equipment at the River Rock Adventures Campsite.