

ALLEGHENY OUTFITTERS, INC.
2101 Pennsylvania Avenue East, Warren, PA 16365
RENTAL RELEASE AGREEMENT

1. Although Allegheny Outfitters, Inc., (here and always in this document collectively referred to as "AO") has taken responsible steps to provide you with safe and well-maintained equipment, we wish to remind you this activity is not without known and unknown risks. The same elements that contribute to the unique character of this activity can also cause loss or damage to equipment, accidental injury to participants, illness, or in extreme cases, permanent injury or death. We do not want to frighten you to reduce your enthusiasm, but we think it important for you to know in advance what to expect, and to be informed of the inherent risks. **THE FOLLOWING DESCRIBE SOME, BUT NOT ALL OF THOSE RISKS:** Your boat could turn over and/or you could have to swim rapids, risking collision with rocks and entanglement with trees as well as head injuries. You can slip or fall during a hike, resulting in damage to equipment or personal injury. Exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Prolonged exposure to cold water can result in hypothermia. Exposure to potentially dangerous wildlife, insects, and plants, and accidental drowning are also a possibility.

2. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified and unidentified, anticipated and unanticipated, may result in bodily injury, death, illness, or damage to myself, or to others. I expressly accept those risks not specifically listed above as well. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of risks.

3. I agree to hold harmless and indemnify AO, its owners, agents and employees for all losses, damages, defense costs, attorney's fees, and any other costs incurred in connection with claims for bodily injury or property damage related to the use of this equipment, except for reasonable wear and tear.

4. I hereby voluntarily release and forever discharge AO from any and all liability, claims, demands, attorneys fees, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in this activity and with installation, maintenance, selection, adjustment and/or use of this equipment including specifically but not limited to the negligent acts or omissions of AO, for any and all injury, death, illness, or damage to myself, to my property, or to others.

5. I have not misrepresented to AO my height, weight, age, physical condition, experience or skill.

6. In the event that I file lawsuit against AO, I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of the state.

7. Should it be necessary for AO, or someone on AO's behalf, to incur attorney's fees and costs to enforce this agreement, I agree to pay AO reasonable costs and attorney's fees. I, the undersigned, have carefully read, agreed to, and understand the release agreement above.

Signature _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print names of minors) ("Minor") being permitted by AO to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AO from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation of Minor.

Parent or Guardian: _____ Print name: _____ Date: _____

CHILDREN 12 YEARS OLD AND UNDER MUST WEAR A LIFE JACKET (PFD) AT ALL TIMES