

Release of Liability

In exchange for participation in the activity of Paddle at Octovero, organized by Delaware Native Society, at Jim Neary's Live Bait & Tackle, Chester Water Authority ("Jim's Bait & Tackle, CWA"), of 212 Spruce Grove Road, Kirkwood, Pennsylvania, 17536 and/or use of the property, facilities and services of Jim's Bait & Tackle, CWA, I agree for myself and for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any and all instructions or directions given by Jim's Bait & Tackle, CWA, or the employees, representatives or agents of Jim's Bait & Tackle, CWA.
2. I recognize that there are certain inherent risks associated with the above described activity and assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Jim's Bait & Tackle, CWA for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Jim's Bait Tackle, CWA, whether caused by the fault of myself, my family, Jim's Bait & Tackle, CWA or other third parties.
3. I agree to indemnify and defend Jim's Bait & Tackle, CWA against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Jim's Bait & Tackle, CWA.
4. I agree to pay for all damages to the facilities of Jim's Bait & Tackle, CWA caused by my or my family's negligent, reckless or willful actions.
5. I consent to the participation of my(son/daughter) _____ of _____ (name of minor) Delaware Native Society (name of organization/camp) in Kayaking and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of _____ (above named minor).
6. Any legal or equitable claim that may arise from participation in the above shall be resolved under Pennsylvania law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT, I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature of Parent or Custodian: _____ Dated: _____

Address: _____ Phone: _____

In case of emergency, please call _____ (relationship), _____ at phone number, _____.