

Blue Mountain Outfitters, Inc.

Blue Mountain Canoe Outfitters, Inc.
103 South State Road, Marysville, PA 17053
Phone: (717) 957-2413
E-mail: bluemountain@comcast.net
Web: bluemountainoutfitters.net



RELEASE OF LIABILITY AND PHOTO RELEASE -- USE ONE FORM PER ADULT -- READ BEFORE SIGNING

Name of Undersigned (print):		Group Name:
Street and Apt. Address:		Program Start Date:
City, State, Zip:		Program End Date:
Cell Phone:	Home Telephone:	Emergency Contact Telephone:

In consideration of being allowed to participate in any way in the Blue Mountain Canoe Outfitters, Inc. program, its related events, activities and equipment use, I, _____, the undersigned, acknowledge, appreciate, and agree that:
 (READ EACH PARAGRAPH AND VALIDATE IT'S CONTENT BY INITIALING THE BOX TO THE RIGHT OF SAID PARAGRAPH)

1. Hereinafter, I acknowledge the following definitions and acronyms: "BMO" represents Blue Mountain Canoe Outfitters, Inc. "Program" includes participation in any activities, programs, or related events planned, organized, managed, conducted, supported, guided or sponsored by Blue Mountain Outfitters and/or the use of Blue Mountain Outfitters equipment.	
2A. The risk of injury and physical stresses from the activities involved in this Program are significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,	
2B. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,	
2C. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of BMO immediately; and,	
2D. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY, RELEASE, INDEMNIFY, AND HOLD HARMLESS Blue Mountain Outfitters, Inc. their owners, officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISEASE, DISABILITY, DEATH, LOSS OF SERVICES, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.	
3. I (and my child/guardianship) will pay attention to and will adhere to all safety and procedural information and materials provided by BMO.	
4. I give BMO permission, in connection with any photographs taken during this Program of me (and my child/guardianship) or in which I (and/or my child/guardianship) am included with others, the right to use and reuse, in any manner at all, photographs in whole or in part, either by themselves or in conjunction with other photographs, in any medium and for the purposes whatsoever, including without limitation, all promotional and advertising uses, and other trade purposes. I hereby release BMO from any and all claims, actions, and demands arising out of or in conjunction with use of said photographs.	
5. I am aware that a tandem canoe or kayak is designed to carry two adult people, that a solo canoe or kayak is designed to carry one person, that each can carry a moderate amount of gear, and that an overloaded boat can be unstable, unpredictable, and dangerous.	
6. I take full responsibility for any consequences resulting from my (and my child/guardianship) not adhering to Pennsylvania laws and regulations. The PA Laws that are applicable to non power boating are: I. It is illegal to operate a boat (including canoes and kayaks) while under the influence of alcohol or a controlled substance. A blood alcohol content of 0.08% or greater is considered to be over the legal limit. If convicted, fines, incarceration and loss of boating privileges can be imposed. Alcohol is prohibited at all PA State Parks, and on PFBC property. BMO strongly discourages the use of alcohol while on the water. II. It is against the law to litter. I will keep all loose debris securely contained within a bag or container. III. Any boat must have onboard a USCG approved wearable life jacket (PFD) for each person. Children 12 years of age and younger are required to wear PFD's while on Commonwealth waters. BMO strongly recommends that you do so, especially during difficult conditions. BMO requires that non-swimmers wear their PFD at all times when on the water. I am responsible for keeping the appropriate PFD(s) in the boat and readily accessible to each person onboard. IV. A manually powered boat on the water between the hours of sunset and sunrise is required to have on board a white light which must be displayed in sufficient time to avoid a collision with another water craft. I am responsible for providing such lighting at said times. V. Launch Permit or Registration is required to use a boat on/in Pennsylvania Fish & Boat Commission (PFBC) or Pennsylvania State Park administered access areas and lakes. Most BMO boats are not permitted or licensed in such areas and, normally, BMO trips do not use PFBC or State Park facilities. The paved access ramp on the opposite side of the river from Marysville is a PFBC facility.	

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I CERTIFY THAT I POSSESS FULL LEGAL CAPACITY TO EXECUTE THE FOREGOING AUTHORIZATION.

Participant's Signature: _____ Age: _____ Date Signed: _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
 (UNDER AGE 18 AT TIME OF SIGNING)

Names of Minor Children/Guardianship Participants:	Age:	Weight:	Height:	Names of Minor Children/Guardianship Participants:	Age:	Weight:	Height:

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian's Signature: _____ Date Signed: _____