



ACKNOWLEDGEMENT OF RISK AND ACCEPTANCE OF RESPONSIBILITY

EVERYONE MUST READ THE FOLLOWING INFORMATION BEFORE SIGNING. EVERYONE 18 YEARS OF AGE OR OLDER MUST SIGN. YOU MUST ASSUME RESPONSIBILITY FOR YOUR OWN SAFETY AND ANY DECISIONS AFFECTING YOUR SAFETY. WE HAVE NO WAY OF KNOWING YOUR PHYSICAL CONDITION OR SWIMMING ABILITY.

RENTAL CONTRACT: Lessee agrees to return the equipment listed to Sun NG TRS Kittatinny, LLC in the same condition as received except for normal wear and tear incurred through normal use or pay for damage, losses, theft or the repair necessary to restore them to the same condition as when rented.

DAMAGE RELEASE OPTION: SUN NG TRS KITTATINNY, LLC, LESSOR, AGREES TO RELEASE THE UNDERSIGNED LESSEE OF LIABILITY FOR ALL PROPERTY DAMAGE TO WATERCRAFT INCURRED IN THE ORDINARY USE OF SAID WATERCRAFT UNDER THE FOLLOWING TERMS AND CONDITIONS:

- 1. Lessee shall pay \$2.00 per person for each day of rental. All watercraft in group or multiple rentals must be covered by release option.
- 2. Property damage is limited to watercraft only and this release does not relieve lessee of any liability for loss or damage to paddles, life vest or accessories.
- 3. Property damage caused by willful, wanton intentional acts, theft, or damage to watercraft is not covered by this release. Lessee must return all watercraft to Sun NG TRS Kittatinny, LLC regardless of condition.

READ CAREFULLY BEFORE SIGNING ACKNOWLEDGEMENT OF RISK AND ACCEPTANCE OF RESPONSIBILITY

In consideration of SUN NG TRS KITTATINNY, LLC, SUN NG KITTATINNY RV, LLC, d/b/a KITTATINNY CANOES, KITTATINNY BARRYVILLE CAMPGROUND and/or KITTATINNY RIVER BEACH CAMPGROUND, (hereinafter, as applicable, individually, and collectively referred to as "outdoor recreational activities"), I agree as follows: I fully understand and acknowledge that:

- A. Risks and dangers exist in my use of canoeing, rafting, tubing, kayaking and/or camping equipment and my participation in any other recreational activities including transportation;
- B. My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and or total paralysis, loss of life, or other ailments that could cause serious disability;
- C. These risks and dangers may be caused by the negligence of the owners, officers, employees, servants or agents of the Lessor, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and
- D. By my participation in these outdoor recreational activities and/or use of equipment, I assume all risk and dangers and all responsibility for any losses and/or damages.

I, on behalf of myself, my personal representatives, and my heirs, hereby voluntarily and knowingly agree to accept responsibility for any action, incident, happening, circumstance or activity or otherwise that may arise out of my use of equipment or for my participation in any other outdoor recreational activities.

I acknowledge that I am fully capable of participating, using, occupying, or renting the equipment and or engaging in the outdoor recreational activities at my own risk. I assume any and all risks of bodily injury, loss of life, loss of or damage to property, loss of services or any other loss which arises, directly or indirectly, from the use, occupation, or rental of the equipment or engagement in any outdoor recreational activities. Any claims or dispute arising from my participation in Lessor's activities or Lessor's equipment shall be venued in the Pike County Court of Common Pleas or the Commonwealth of Pennsylvania or the Sullivan County Supreme Court of the State of New York. The above agreement shall be binding on myself, all members of my family, including minor children, my heirs, successors, assigns, administrators and executors.

This Acknowledgement of Acceptance and Responsibility is made by me in order to induce Lessor to provide equipment or other outdoor recreational activities to me.

I HAVE READ THE ABOVE RELEASE, ACKNOWLEDGEMENT, WARNING, ASSUMPTION OF RISKS AND BY SIGNING, I AGREE IT IS MY INTENTION TO ASSUME FULL RESPONSIBILITY. I AGREE TO WEAR MY LIFE VEST AT ALL TIMES WHILE ON THE RIVER OR SWIMMING. I WILL NOT START MY TRIP UNTIL I HAVE HEARD AND UNDERSTAND THE RIVER ORIENTATION.

Adult Participant Sign.: _____
Adult Participant Name: _____

Address: _____
Date: _____

Parent or Guardian Acknowledgement - for any participants legally under the age of 18 years

Parent/Guardian Sign.: _____
Minor Participant Name(s): _____

Age(s): _____

LIFE VESTS MUST BE WORN AT ALL TIMES. Return equipment by 6:00 P.M. or a late charge may be added.

Please see reverse side for COVID-19 Assumption of Risk