



# PARENT/GUARDIAN PERMISSION FORM

(This form is to be used for minors only) Young children or any child who is not comfortable in moving water should not be on the river. It is your responsibility to assess the risks and dangers of allowing a child under your care on the river. We have no way of knowing your child's swimming or other abilities. Children must weigh at least 40 lbs. to be properly fitted with a personal flotation device.

I hereby grant permission, for my child, \_\_\_\_\_, to participate in tubing, whitewater rafting, kayaking, camping, or canoeing at Sun NG Kittatinny RV, LLC, d/b/a Kittatinny Canoes, Kittatinny Barryville Campground, Kittatinny River Beach Campground, together called "Outfitters", on (date) \_\_\_\_\_, and I hereby agree as follows:

### READ CAREFULLY – WAIVER AND RELEASE OF LIABILITY

In consideration of SUN NG TRS KITTATINNY, LLC, SUN NG KITTATINNY RV, LLC, d/b/a KITTATINNY CANOES, KITTATINNY BARRYVILLE CAMPGROUND, and KITTATINNY RIVER BEACH CAMPGROUND, (hereinafter as applicable, individually and collectively referred to as "Lessor") furnishing services and/or camping facilities and or equipment to enable me to participate in canoeing, rafting, tubing, kayaking, camping or other outdoor recreational activities (hereinafter 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 child's use of canoeing, rafting, tubing, kayaking and/or camping equipment and my participation in any other outdoor recreational activities including transportation;
- B. My child's 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 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 child's participation in these outdoor recreational activities and/or use of equipment, I assume all risks and dangers and all responsibility for any losses and/or damages that are not directly attributable to gross negligence on part of the Lessor or anyone affiliated with the Lessor.

I on behalf of myself, my personal representatives, and my heirs hereby voluntarily and knowingly agree to remise, release, forever discharge, hold harmless, defend and indemnify Lessor and its owners, officers, employees, agents, and servants, barring gross negligence on part of the Lessor, from any and all claims, actions, causes of actions, suits, judgements, claims and demands for bodily injury, property damage, loss of life, and/or loss of services, in law or equity, that may in any way or manner arise from any accident, incident, happening, circumstance or activity or otherwise may arise out of my use of the equipment or my participation in any other outdoor recreational activities. Barring gross negligence on part of the Lessor, I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for ordinary negligent acts or human error by Lessor and or the owners, agents, officers, servants, or employees of Lessor.

Barring gross negligence of the Lessor, I acknowledge that I am using, occupying, or renting the equipment and or engaging in the outdoor recreational activities at my own risk and I assume any and all risk 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 of the Commonwealth of Pennsylvania or the Sullivan County Supreme Court of the State of New York. The above agreement shall be binding, on my heirs, successors, assigns, administrators and executors.

This Waiver and Release of liability is made by me in order to induce Lessor to provide equipment or other outdoor recreational activities to me. I permit the use of any photos, slides, or films, of myself taken during a day's activities for publicity, advertising, promotion or other commercial purpose.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE LESSOR, IT'S OWNERS, OFFICERS, AGENTS AND SERVANTS, BARRING GROSS NEGLIGENCE ON THE PART OF THE AFOREMENTIONED, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OF LIFE CAUSED BY GROSS NEGLIGENCE OR HUMAN ERROR. 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.**

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Signature of parent or guardian \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_

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Signature of parent or guardian \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_

LIFE VESTS MUST BE WORN AT ALL TIMES. Return equipment by 6:00 P.M. or a late charge may be applied  
PLEASE READ SAFETY PRECAUTIONS AND REQUIREMENTS ON BACK OF CUSTOMER COPY 7/2021