WAIVER AND RELEASE OF LIABILITY FOR PERSONS OVER AGE OF 18

READ CAREFULLY

In consideration of Mountain Streams & Trails furnishing services and/or equipment to enable me to participate in Mountain Streams & Trails activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Mountain Streams & Trails equipment and my participation in Mountain Streams & Trails activities; (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, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Mountain Streams & Trails the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Mountain Streams & Trails or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Mountain Streams & Trails and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use Mountain Streams & Trails equipment or my participation in Mountain Streams & Trails activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Mountain Streams & Trails.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Mountain Streams & Trails or its agents is a party shall be either the (Town/City/Village)City of Morgantown, West Virginia Justice Court or the County or State Supreme Court in Monongalia County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE MOUNTAIN STREAMS & TRAILS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

_____ _____ _____

SIGNATURE AGE DATE

_____ _____

NAME (PRINTED) GROUP NAME

_____

Street Address

_____ _____ _____

City State Zip