

Mar-Lu-Ridge Canoeing

ASSUMPTION OF RISKS

Mar-Lu-Ridge Conference & Educational Center, Inc.

In consideration of Mar-Lu-Ridge Conference & Educational Center, Inc., "Mar-Lu-Ridge" furnishing services and equipment to enable me to participate in canoeing activities, I agree as follows:

I fully understand and acknowledge that canoeing activities have: a) inherent risks, dangers and hazards and such exists in my use of canoeing equipment and my participation in water activities; b) my participation in such activities and use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, paralysis or death; c) these risks and dangers may be caused by the negligence of the owners, agents, officers, or employees of Mar-Lu-Ridge, the negligence of other 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, staff 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 canoe and such other risks, hazards and dangers that are integral to canoeing activities that take place in an outdoor, recreational environment; d) by my participation in these activities and use of the equipment, I hereby assume all risks and dangers and all responsibility.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Mar-Lu-Ridge 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 of canoe equipment or my participation in water 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 Mar-Lu-Ridge.

The laws of the State of Maryland shall govern the rights and obligations of the parties to this Release and the interpretation, construction and enforceability thereof. I agree that any lawsuit brought against Mar-Lu-Ridge and its representatives shall be brought solely in the Circuit Court for Frederick County.

I HAVE READ THE ABOVE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE MAR-LU-RIDGE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I further state that:

- a) I am of lawful age and legally competent to sign this Affirmation and Release. If I am under the age of 18, my parent or legal guardian has also read this document, agrees to be bound, understand the terms herein and has signed below
- b) I understand the terms herein are contractual and not mere recital, and
- c) I have signed this document of my own free act
- d) Mar-Lu-Ridge Conference & Educational Center, Inc. reserves the right to use any and all photos for promotion purposes

I have fully informed myself of the content above by reading it before I signed it.

** Signature of Participant

Date of Birth

** Signature of Parent or Legal Guardian

Date