

Date _____

READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in HAZELBAKER'S RECREATIONAL SERVICES, BYO inc. at LAUREL HILL STATE PARK operation, use of equipment, or related events and activities, such as CANOEING, KAYAKING, ANY HUMAN POWERED PADDLING OR PEDDLING SPORT INCLUDING BICYCLING;

I, _____ fully understand and acknowledge, appreciate, and agree that outdoor recreational activities have:

1. The risk of injury from the activities involved in this program is 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.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF HAZELBAKERS RECREATIONAL SERVICES, BYO inc. at LAUREL HILL STATE PARK or others and assume full responsibility for my participation.
3. 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 of participation, I will remove myself from participation and bring such to the attention of employees of HAZELBAKERS RECREATIONAL SERVICES, BYO inc. at LAUREL HILL STATE PARK immediately.
4. I for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS HAZELBAKER'S RECREATIONAL SERVICES, BYO inc at LAUREL HILL STATE PARK; their officers, officials, agents and or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used for the activity of HAZELBAKER'S RECREATIONAL SERVICES, BYO inc., with respect to any and all injury, disability, death, loss or damage to person of property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF HAZELBAKER'S RECREATIONAL SERVICES, BYO inc. at LAUREL HILL STATE PARK or OTHERWISE, to the fullest extent permitted by law.

_____ (Initial) I agree to wear my Personal Flotation Device (P.F.D.) at all times while participating in CANOEING, KAYAKING, and/or ANY HUMAN POWERED PADDLING OR PEDDLING SPORT activities and adhere by all safety rules.

_____ (Initial) Abuse or abnormal damage to rental equipment will be charged to me at repair or replacement value.

_____ (Initial) I agree to return all rental equipment by the designated time and adhere to all state park rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE TERMS OF THE ABOVE WAIVER AND RELEASE. BY SIGNING THE BOTTOM OF THIS WAIVER I AGREE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. IT IS MY INTENTION TO EXCEPT AND RELIEVE HAZELBAKER'S RECREATIONAL SERVICES, BYO Inc. at LAUREL HILL STATE PARK FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Age _____ Name (print) _____ (sign) _____

Street _____

City _____ State _____ Zip Code _____

Phone _____ E-mail _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (under age 18 at time of registration)

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 Hazelbaker's Recreational Services at Laurel Hill State Park, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Hazelbaker's Recreational Services 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 HAZELBAKER'S RECREATIONAL SERVICES at LAUREL HILL STATE PARK, to the fullest extent permitted by law.

x _____ Date: _____
Parent/Guardian's Signature Print Name