

Guppy Gulch RELEASE AND WAIVER OF LIABILITY AGREEMENT

THE UNDERSIGNED understands and acknowledges that permission to enter Guppy Gulch (the "Premises") is granted only after the written document is completed and signed. PLEASE READ THE DOCUMENT CAREFULLY.

PLEASE PRINT:

Name

Street Address / City / State / Zip

Email Address

In consideration for the permission granted to me to enter the Premises and utilize the same, I, the undersigned, for myself, my heirs, administrators, executors, successors and assigns, hereby release, remise and discharge Stephen Deem dba Guppy Gulch, its owners, employees, officers, directors, and agents, from all claims, demands, actions, causes of action of any sort, in law or equity, arising from any injury, including death, sustained by me or my property during my presence and/or participation in activities upon the premises, except to the extent attributable to any negligent act or omission, recklessness, or willful misconduct by Guppy Gulch, its owners, employees, agents, contractors, or subcontractors.

I ACKNOWLEDGE that the use of the Premises by me, the undersigned, for whatever permitted purposes is purely at my risk. I agree that there have been no warranties made to me expressed or implied. I represent that I am at least eighteen (18) years of age and agree that my attendance and participation in those activities is voluntary. Subject to the foregoing paragraph, the UNDERSIGNED intends by this Release to waive all claims for negligence, products liability, and/or breach of warranty against Guppy Gulch, including claims for personal injury to me or damage to my property. This Release shall cover and include all areas, activities and acts, rental and/or use of equipment, if applicable, within the premises, including but not limited to, all recreational endeavors, activity in the water, parking facilities, picnicking areas, land, showers, rest rooms, office and every other area, activity, or act in or about Guppy Gulch or connected with the same.

I INTEND AND AGREE that this Release and Waiver of Liability Agreement will be governed by Pennsylvania law and will be binding upon my estate, heirs, administrators, executors, successors and assigns, and legal personal representatives. I AGREE that any dispute relating to this Agreement will be resolved exclusively in the Courts of the Commonwealth of Pennsylvania.

I HAVE READ AND UNDERSTOOD THE FOREGOING RELEASE AND BY AFFIXING MY SIGNATURE TO IT, SIGNIFY MY CLEAR INTENTION TO BE LEGALLY BOUND BY IT. THIS AGREEMENT, AS PUBLISHED SHALL NOT BE AMENDED OR MODIFIED OR ANY OF ITS PROVISIONS WAIVED, UNLESS IN WRITING AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

Date: _____

Signature: _____