LAUREL HIGHLANDS RENTALS, INC.

AGREEMENT TO PARTICIPATE AND AFFIRMATION OF LIABILITY RELEASE

Today's Date ☐☐-☐☐-☐☐ Rally Time ☐☐:☐☐

Last Name

First Name

Present Address

City State ☐☐

Zip ☐☐☐☐☐-☐☐☐☐

E-mail:_____ Phone_____

Is this a new address since your last visit? Yes ❒ No ❒ Date of Birth_____/_____/_____

In consideration of Laurel Highlands Rentals, Inc. furnishing services and / or equipment to enable me to participate in outdoor 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 outdoor activity equipment and my participation in outdoor activities; (b) my participation in such outdoor 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 Laurel Highlands Rentals, Inc.; 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 such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these 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 Laurel Highlands Rentals, Inc., 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 Laurel Highlands Rentals, Inc. 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 outdoor activity equipment or my participation in outdoor 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 Laurel Highlands Rentals, Inc.

The Venue of any dispute that may arise out of this agreement, or otherwise, between the parties to which Laurel Highlands Rentals, Inc. or its agents is a party, shall be either the Borough of Ohiopyle, Pennsylvania Justice Court or the County or State Supreme Court in Fayette County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE LAUREL HIGHLANDS RENTALS, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. Laurel Highlands Rentals, Inc. reserves the right to use any and all photos/videos of you or your group for promotional purposes.

❒ Rock Climbing ❒ Mountain Biking ❒ Capture The Flag

❒ Other_____

_____ _____

Signature of Participant Participant's e-mail

If under the age of 18, Parent or Legal Guardian_____

Form 07-2/05