

STONE HARBOR WILDERNESS SUPPLY, LLC
GUIDED TOUR AND INSTRUCTIONAL ACTIVITIES
WAIVER AND RELEASE OF LIABILITY

I fully understand and acknowledge that outdoor recreational activities have inherent risks, dangers and hazards and such risks exist in participation in guided tour and instructional activities, including, but not limited to, canoeing, kayaking, cross country skiing, snowshoeing and fly fishing, by Stone Harbor Wilderness Supply, LLC. ("Stone Harbor"). My participation in any such activity 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 may cause serious disability. These risks and dangers may be caused by the negligence of the participants, the negligence of the owners, employees, officers or agents of Stone Harbor, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, water, outdoor or recreational environment.

In consideration of the guided tour services of Stone Harbor and other outdoor recreational activities, I agree that by my participation in these activities, 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 Stone Harbor, or any other person, including myself. I also verify that I am in good health, not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession, and I am capable of pursuing any of the guided tour activities of Stone Harbor. My participation in all activities involving the guided tour and instructional services of Stone Harbor is voluntary. Representatives of Stone Harbor have taken reasonable steps to provide me with appropriate equipment and/or skilled guides so that I can enjoy an activity for which I may not be skilled. Stone Harbor has informed me that these activities are not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of the activity and can be the cause of loss or damage, the risk of which I assume.

I, on behalf of myself, my personal representatives and heirs hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify Stone Harbor and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, or otherwise which may arise out of my participation in activities guided by Stone Harbor and other recreational activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct of the owners, agents, officers or employees of Stone Harbor.

I HAVE READ THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELEASE STONE HARBOR FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FULLY UNDERSTAND THE TERMS OF THIS RELEASE AND WAIVER, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Dated:

Signature

Print Name

FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS:

I certify that I, as parent or guardian with legal responsibility for this minor Participant, _____ (print minor Participant's Name), do consent to his/her release as provided above for myself, my child, and/or our heirs and I hereby release and agree to indemnify and hold harmless Stone Harbor from any and all liabilities incident to my minor child's involvement or participation as described above.

Dated:

Signature

Print Signer's Name on Behalf of Minor

OPTIONAL MEDIA/PHOTO WAIVER:

I hereby authorize and give my full consent to Stone Harbor to copyright and/or publish any and all photographs, digital recordings, videotapes and/or film in which I appear. I further agree that Stone Harbor Wilderness Supply may transfer, use or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations. I further understand that I will receive no financial compensation of any type associated with publication and hold Stone Harbor Wilderness Supply harmless from any reasonable expectation of privacy or confidentiality associated with the media.

Dated:

Signature

Print Name

FOR PARENTS/GUARDIANS OF MINOR PARTICIPANTS:

Dated:

Signature

Print Signer's Name on Behalf of Minor