Waiver

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND PHOTO RELEASE

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities.

I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Hunter Mountain Ski or Snowboard day, TAP-NY Craft Beer & Fine Food Festival, or Whitewater Rafting day including the rental of equipment and transportation associated therewith in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity or portions of it takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the snow, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no immediately available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims , Indemnity Agreement, and Photo Release

In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named persons or entities, (herein referred to as "releasees"): Sourced Adventures, and its parent company, Sourced Adventures, Inc. a New York corporation doing business as Sourced Adventures, and its subsidiary affiliates.
2. To release the releasees, their officers, directors, employees, contractors, representatives, agents, and volunteers, vessels, and its parent and subsidiary affiliates from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. I hereby give Sourced Adventures, Inc., a New York corporation doing business as Sourced Adventures ("Company"), its officers, directors, employees, contractors, vendors, affiliates, and agents, and its assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use and make photographs (still, film, tape or otherwise), to use and record with a video or audio recording device, my name (or any fictional name), picture, portrait, photograph, and/or likeness in all forms and in all media and in all manners ("Likeness"), without any restriction as to changes or alterations (including but not limited to blurring, distortion, alteration, optical illusion or use in composite form, or derivative works of my Likeness made in any medium, whether intentional or otherwise) in connection with the activity (ies) through the Company's business, products and/or services, including but not limited to for advertising, for publication or any other lawful purposes. I waive any right to inspect, modify, or approve any intermediary version(s) or finished version(s) of the results of the use of my likeness ("Results"). I waive any right to further compensation.
4. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I REPRESENT THAT I AM OVER 18 AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT, WHICH SHALL BE A BINDING COMMITMENT.

Signature of Adult Participant

Emergency Contact

( ) -

Name of Adult Participant (Please Print)

Emergency Contact Phone Number

/ /

Email Address

Date