

Keuka Water Transport LLC, as *OnKeuka! Boatique Outings*

Waiver and Liability Release Form – Please Read Carefully Before Signing

Description (CIRCLE) of Trip: Private Charter | Public Cruise Tour | Private Cruise Tour

START Time of Trip: _____ AM PM

Date of Trip: / /

Total # Participants in your Group – including yourself: _____ [Not including Crew]

Name of Main Participant: **(PRINT CLEARLY)** _____

Participant Permanent Address: _____

No #2 exists.] #2 Participant: **(PRINT CLEARLY)** _____

#2 Participant Permanent Address: _____

No #3 exists.] #3 Participant*: **(PRINT CLEARLY)** _____

#3 Participant Permanent Address: _____

No #4 exists.] #4 Participant*: **(PRINT CLEARLY)** _____

#4 Participant Permanent Address: _____

No #5 exists.] #5 Participant*: **(PRINT CLEARLY)** _____

#5 Participant Permanent Address: _____

No #6 exists.] #6 Participant*: **(PRINT CLEARLY)** _____

#6 Participant Permanent Address: _____

No #7 exists.] #7 Participant*: **(PRINT CLEARLY)** _____

#7 Participant Permanent Address: _____

No #8 exists.] #8 Participant*: **(PRINT CLEARLY)** _____

#8 Participant Permanent Address: _____

No #9 exists.] #9 Participant*: **(PRINT CLEARLY)** _____

#9 Participant Permanent Address: _____

No #10 exists.] #10 Participant*: **(PRINT CLEARLY)** _____

#10 Participant Permanent Address: _____

No #11 exists.] #11 Participant*: **(PRINT CLEARLY)** _____

#11 Participant Permanent Address: _____

In consideration of Keuka Water Transport LLC, DBA OnKeuka! Outings., their successors and/or assigns furnishing services to participate solely as a passenger for their vessel. For any secondary outdoor activity, such as swimming, floating and/or any activity outside of the vessel, I agree as follows: I fully understand and acknowledge that secondary outdoor activities have: (a) inherent risks, dangers, and hazards and such exists in my participation in swimming, floating and any/all related and/or secondary activities outside of the vessel; (b) my participation in such activities may result in injury or illness including, but not limited to bodily injury, drowning, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious permanent disability; (c) these risks and dangers may be caused by the gross or actual negligence of the owners, employees, officers, or agents of OnKeuka! Outings.; 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 river route location, and water level, risks of falling out of or drowning while swimming and such other risks, hazards and dangers that are integral to secondary outdoor activities that take place outside of the vessel in a wilderness outdoor environment; and (d) by my participation in these secondary activities outside the vessel, I hereby agree that I am voluntarily participating in such activity, that I have been advised of the risks and 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 Keuka Water Transport LLC, DBA OnKeuka! Outings, other guests, or by any other person. I, on behalf of myself and my successors or assigns hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Keuka Water Transport LLC, DBA OnKeuka! Outings, 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 that may arise out of participating in secondary outdoor activities outside of the vessel.

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 Keuka Water Transport LLC, DBA OnKeuka! Outings, their successors and/or assigns.

I HAVE READ THE ABOVE WAIVER AND LIABILITY RELEASE IN FULL AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE Keuka Water Transport LLC, DBA OnKeuka! Outings., THEIR SUCCESSORS AND ASSIGNS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature – **Main** Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if Main participant is less than 18 years of age at time of Signing)

Signature – #2 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #2 is less than 18 years of age at time of Signing)

Signature – #3 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #3 is less than 18 years of age at time of Signing)

Signature – #4 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #4 is less than 18 years of age at time of Signing)

Signature – #5 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #5 is less than 18 years of age at time of Signing)

Signature – #6 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #6 is less than 18 years of age at time of Signing)

Signature – #7 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #7 is less than 18 years of age at time of Signing)

Signature – #8 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #8 is less than 18 years of age at time of Signing)

Signature – #9 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #9 is less than 18 years of age at time of Signing)

Signature – #10 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #10 is less than 18 years of age at time of Signing)

Signature – #11 Participant _____ Age: _____

Dated: _____

(check box if) Signature of Parent of Guardian (if participant #11 is less than 18 years of age at time of Signing)