

FRENCH CREEK ADVENTURES LLC.
RENTAL RELEASE AGREEMENT

1. Although French Creek Adventures LLC., (here and always in this document collectively referred to as "FCA") **has** taken responsible steps to provide you with safe and well-maintained equipment, **we** wish to **remind** you **this** activity is not without known and unknown risks. The same elements that contribute to the unique **character** of **this** activity can also cause loss or damage to equipment, accidental injury to participants, illness, **or in extreme** cases, **permanent** injury or death. We do not want to **frighten** you to reduce your enthusiasm, but we think it is **important** for you to know in advance what to expect, **and** to be informed **of the** inherent risks. **THE FOLLOWING DESCRIBE SOME, BUT NOT ALL OF THOSE RISKS:** Your boat could turn over and/or you could have to **swim** rapids, **risking** collision with rocks and entanglement with **trees** as well as head injuries. You can slip **or** fall during a hike, resulting in damage to equipment or personal injury. Exposure to the natural elements can be uncomfortable **and/or** harmful; you **should** be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Prolonged exposure to cold water can result in hypothermia. Exposure to **potentially** dangerous wildlife, insects, and plants, and accidental drowning are also a possibility.

2. I understand and acknowledge that the above list is not complete or exhaustive, and that **other risks, known** or unknown, identified and unidentified, anticipated and unanticipated, may result in bodily injury, **death, illness,** or damage to myself, or to others. I **expressly** accept those risks not specifically listed above **as** well. My participation in this activity is purely voluntary, **no one is forcing me to participate,** and I **elect to participate in spite of risks.**

3. I agree to hold harmless and indemnify FCA, its owners, agents and employees for all losses, **damages,** defense costs, attorney's fees, and **any** other costs incurred in connection with claims for bodily injury or property damage related to the use of this equipment, except for reasonable wear and tear.

4. I hereby voluntarily release and forever discharge FCA from any and all liability, claims, demands, **attorneys fees,** actions or rights of actions, which are related to, arise out of, or are in any way connected **with my participation** in this activity and with installation, maintenance, selection, adjustment and/or use of this equipment including specifically but not limited to the negligent acts or omissions **of FCA, for any** and all injury, **death,** illness, or damage to myself, to my property, or to others.

5. I **have not** misrepresented to FCA my height, weight, age, physical condition, experience or skill.

6. **In the event** that I file lawsuit against FCA, I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of the state.

7. Should it be necessary for FCA, or someone on FCA's behalf, to incur attorney's fees and costs to enforce **this** agreement, I agree to pay FCA reasonable costs and attorney's fees. I, the undersigned, have carefully read, agreed to, and understand the release agreement above.

Signature _____ Date _____

CHILDREN 12 YEARS OLD AND UNDER MUST WEAR A LIFE JACKET (PFD) AT ALL TIMES.
PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print names of minors)("Minor") being permitted by FCA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FCA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation of Minor. indemnify and hold harmless FCA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation of Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

RENTAL CONTRACT, WARRANTY AND RELEASE

FRENCH CREEK ADVENTURES,LLC.

CAMBRIDGE SPRINGS, PA16403 (814)550-4685

THIS AGREEMENT AND RELEASE made and entered into this ___ day of _____ 20___,by and between LESSOR: FRENCH CREEK ADVENTURES, LLC. CAMBRIDGE SPRINGS, PA.16403 and LEASEE: _____ TRIP _____ CHECKED BY _____ SHUTTLE TIME _____

WHEREAS, Lessor does own and possess certain canoes and auxiliary equipment, which may be used on various waterways and bodies of water: and WHEREAS, Lessor is strictly a canoe and kayak rental enterprise and does not engage in guided tours on the waterways and/or bodies of water, does not occupy said canoes and kayaks, or accompany said Lessee during the rental period of Lessors' canoes and equipment: and WHEREAS, Lessee does rely on his own ability and knowledge concerning traveling upon, traversing, riding, canoeing upon and/or otherwise upon said waterways and/or bodies of water. NOW THEREFORE, in consideration of the above recitals, equipment leased and rental price contained herein, Lessee agrees as follows:

I. EQUIPMENT RENTED:

ITEMS RENTED QTY RATE AMOUNT

CANOE _____

KAYAKS _____

PADDLES _____

PDF'S _____

SHUTTLE _____

II. DAMAGE Lessees agrees to pay Allegheny Outfitters, LLC the following damage or loss to canoes and/or equipment and indemnify Allegheny Outfitters, LLC against any and all loss and/or damage to canoe and equipment covered by this agreement at the following amounts:

A. CANOE or KAYAK 1. Abandoned, totaled or stolen -	Replacement Cost	\$750.00
2. Puncture or tear less than 2"		\$75.00
3. Puncture or tear more than 2"		\$100.00
4. Twarts or end caps damaged or lost		\$25.00
B. PADDLES - lost or damaged		\$40.00
C. Floatation devices		\$30.00
D. Recovery fee for any canoe or kayak retrieved form any point Subsequent to expiration of return date or time		\$100.00

III. Rental Time

DATE: _____ TIME: _____

PAYMENT TYPE : CC CHECK CASH

RENTAL CONTRACT

1. Lessee agrees to return the equipment listed to the Lessor or their representatives in the same condition as received or pay for damage, losses, theft or the repair necessary to restore them to the same condition as when rented.
2. All equipment lost or damaged beyond repair will be paid by the Lessee at the regular replacement price and all damaged equipment, which may be repaired, will be repaired by the Lessor on return thereof and the cost for such repairs shall be paid by Lessee. Accrued rental charges cannot be applied against the purchase price or cost of the repairs of such damaged or lost equipment. All cartage charges must be borne by Lessee.
3. Rentals are cash or credit card in advance
4. Lessor may, at his discretion require a security deposit to be held until the satisfactory return of rented equipment, at which time it will be returned to Lessee.
5. Lessee assumes responsibility of loading and unloading of all canoes.
6. Lessee understands there is **NO REFUND** after canoes are taken out.
7. Lessee shall comply with all **LAWS** in anywise relating to the use, operation or maintenance of the equipment.
8. Lessee acknowledges that he/she has fully inspected and accepted said equipment in good condition and repair.

9. Lessee shall pay all fines imposed by the improper use of the equipment hereof.

10. Lessee shall pay Lessor all cost and expenses including attorneys fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

11. The equipment is, and shall at all times be and remain the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except or expressly set forth in this lease.

WARRANTY

The Lessee warrants that PERSONAL FLOTATION DEVICES will be worn at all times by all occupants while in and/or using canoes and kayaks and also from commencement of any flotation usage to completeion of flotation usage. They further warrant that they are familiar with the use and operation of the equipment and agree not to take weight whether persons or equipment in excess of the maximum carrying capacity of said canoe or kayak.

RELEASE

A. Lessee does hereby agree to and shall indemnify Lessor and save Lessor harmless as a result of any incident, accident, injury or damage to the person or property of Lessee or any occupant in or of said rental canoe or kayak either arising out of the use, operation, transportation, or possession of said canoe or equipment or regardless of the cause or happening of the same. Lessee further agrees to be fully responsible for the persons or property of any additional individuals using and/or occupying Lessee's canoe or kayak and/or equipment during the time of lease.

B. Unauthorized use or diversion of the aforesaid equipment and facilities beyond the period of this agreement will be considered a violation of 18 Pa S Section 3921 Et. Sq of the Crimes and Offenses Code of the Commonwealth of Pennsylvania. Violators will be subject to prosecution by the Lessor.

READ CONTRACT BEFORE SIGNING

LESSEE: _____

ADDRESS: _____ City _____ State _____ zip code _____

PHONE: _____

VEHICLE MAKE: _____ Modle _____ Year _____ Color _____

DRIVER LICENSE # _____ Plate Number _____

SIGNATURE _____ Date _____

EMAIL ADDRESS _____