

Paddle-N-More, Inc.

WATERCRAFT RENTAL AGREEMENT, GUIDED TRIP, STATEMENT OF RISKS,
ASSUMPTION OF RISKS, & RELEASE OF LIABILITY

Please Read Carefully Before Signing the Rental Agreement

NOTICE: THIS IS A LEGALLY BINDING CONTRACT. In further consideration of the use of the property, facilities and/or services of Paddle-N-More, Inc. ("Paddle-N-More"), the undersigned acknowledges and agrees as follows:

WARNING. There are significant elements of risk in any adventure sport or activity associated with the use or presence of watercraft, including but not limited to canoes, kayak, stand-up paddleboards, rafts, and tubes, and the use of related equipment (all such boats, crafts, and items of equipment hereafter collectively and severally referred to as a "Watercraft"). These risks are inherent in canoeing and kayaking and may be present even if the Watercraft are used properly and even in calm waters.

SCOPE OF RELEASE. This Release of Liability covers all activities indirectly or directly associated with the use of Paddle-N-More's Watercraft, equipment, facilities, services, and activities, whether organized by, sponsored by, or directed by Paddle-N-More or otherwise. (all herein, the "Paddle-N-More's Activities").

RISK FACTORS. The undersigned understands and acknowledges that Paddle-N-More's Activities involve risks such as, but not limited to, the following: (i) changing water flow, conditions or current; (ii) collisions with other participants, any portion of the interior of the craft, other water craft, manmade or natural objects, including overhanging, submerged and/or semi-submerged trees, aquatic vegetation, birds and animals, branches, rocks and boulders; (iii) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, sunburn, and dehydration; (iv) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals; (v) loss of a sense of balance, physical coordination, the ability to swim, and/or ability to follow directions; (vi) loss of control of the craft, collision, capsizing, or sinking of the craft and any resulting wetness, injury, exposure to the elements, hypothermia, or drowning; (vii) getting in and out of the craft, including the risk of falling, poor footing or terrain; (viii) travel and terrain selection, poor footing and slippery surfaces, including hiking, portaging and travel to and from the related and unrelated activities; (ix) the presence of wild animals, including marine life forms; (x) the unavailability of emergency aid services and emergency medical care; (xi) risks from negligent supervision, untrained persons using Watercraft, and the misuse of Watercraft and equipment; (xii) Watercraft and equipment malfunctions and defects; (xiii) falling objects; (xiv) becoming lost or separated, and being unable to reach land or safety; (xv) a lack of shelter; (xvi) entrapment of body parts on land and in and underwater; and (xvi) risks incurred travelling by water or land to any activity site, including driver or operator error and the negligence and intentional acts of third parties. The undersigned acknowledges that Paddle-N-More Activities, as well as other foreseeable or unforeseeable factors or circumstances, may result in a RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.

ASSUMPTION OF RISK. By executing this Release of Liability, the undersigned expressly assumes all risks that arise from the participation in Paddle-N-More's Activities, the acts of others, the unavailability of emergency care, and any other foreseeable or unforeseeable factors or circumstances related to the Paddle-N-More's Activities, including those arising from known or patent risks or dangers, as well as those risks and dangers that are hidden or latent. The undersigned assumes all risk of injury, wrongful death or property loss or damage related to Paddle-N-More's Activities.

ACKNOWLEDGMENT OF RULES, POLICIES AND PROCEDURES. The undersigned acknowledges that he or she has read and understood all of the rules, policies, and procedures relating to Paddle-N-More's Activities and understands that the safe and proper use of the facilities, equipment and participation in Paddle-N-More's Activities is dependent upon experience, training, and carefully following such rules, policies and procedures. The undersigned agrees to wear a properly fitted and fastened U.S. Coastguard approved flotation device (lifejacket) provided by Paddle-N-More while aboard any Watercraft or whenever on or in the water. The

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undersigned understands that use of a Watercraft or canoeing and kayaking should only be undertaken after proper instruction and training and that Paddle-N-More is not providing such training in connection with the rental of a Watercraft or any equipment. The undersigned assumes full responsibility for deciding where, when and with whom to paddle or engage in any Paddle-N-More's Activities. The undersigned acknowledges and agrees that the Watercrafts and rental equipment provided by Paddle-N-More is for the sole and exclusive use of the undersigned and may not be used by any other person. The undersigned further acknowledges and agrees that the Watercraft and all items of equipment to be used by the undersigned have been inspected by the undersigned, are in good and usable condition, and are without substantial marring, dents, defects, or leakage.

PHYSICAL CONDITIONS AND SKILLS. The undersigned represents that he or she has the requisite skills, physical abilities, and mental abilities necessary for proper and safe use of the Paddle-N-More's Watercraft, equipment, facilities, and services, and to participate in Paddle-N-More's Activities. The undersigned agrees that if he or she has any questions as to what skills, qualifications, or training are necessary to properly use the equipment or facilities, or to participate in Paddle-N-More's Activities, then they shall direct such questions to the appropriate staff member on site.

RELEASE. The undersigned hereby unconditionally releases, forever discharges, waives, surrenders, disclaims and relinquishes all claims, actions, or causes of action against Paddle-N-More and its officers, employees and agents, including all rights of subrogation, (each such person or entity herein a "Released Party", and together the "Released Parties") and agrees not to sue any Released Party on account of or in conjunction with any claims, causes of action, injuries, damage, costs, or expenses arising out of any Paddle-N-More's Activities, including those based on death, bodily injury, or property damage or loss, whether or not caused by participation in Paddle-N-More's Activities or the negligence of Paddle-N-More; provided, however, the foregoing release shall not apply to losses or damages caused solely or principally by the gross negligence or willful misconduct of Paddle-N-More. Such waiver includes all claims, specifically including express or implied warranty claims, contract claims, and all negligence claims, whether sounding in law, equity, or admiralty.

LIMITATION OF WARRANTIES AND DAMAGES. The undersigned acknowledges that (a) Paddle-N-More is not the manufacturer of the Watercraft or equipment, nor the manufacturer's agent, nor a dealer therein, (b) the Watercraft and equipment are of a size, design, capacity, description and manufacture suitable for their intended use by the undersigned and all Watercraft and equipment have been selected by and/or approved by the undersigned, (c) the undersigned is satisfied that the Watercraft and equipment are suitable and fit for their purposes, and (d) Paddle-N-More HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, WORKMANSHIP, QUALITY, CAPACITY, OR OPERATION OF THE WATERCRAFT OR EQUIPMENT OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. Paddle-N-More shall not be liable to the undersigned for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by the Watercraft or equipment or the use or maintenance thereof, or the failure or operation thereof, or the repair, service or adjustment thereof, and notwithstanding anything to the contrary contained herein, Paddle-N-More shall not under any circumstances be liable to the undersigned or any third party for consequential, incidental, indirect, special, punitive, or exemplary damages arising out of or related to the transaction contemplated hereunder, nor for any loss of income or profits or any loss of the benefits of use or support, even if Paddle-N-More is apprised of the likelihood of such damages, and even if such damage or loss was foreseeable. It is expressly further understood and agreed that each and every provision of this agreement that provides for a limitation of liability, a disclaimer of warranties, or an exclusion of damages, is intended by the parties to be severable from any other provision, and is a separable and independent element of risk allocation, and is intended to be enforced as such. The undersigned further agrees that if any provision of this agreement is found to be unenforceable or invalid, that provision shall be severed from this agreement and the remainder of this agreement will then be construed as though the unenforceable provision had never been contained herein.

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INDEMNITY. The undersigned agrees to indemnify and defend Paddle-N-More and all Released Parties (each, an "Indemnitee") and hold them individually and severally harmless from and against any or all claims, causes of action, damage judgments, costs or expenses, including attorneys' and expert's fees which in any way arise from the undersigned's participation in Paddle-N-More's Activities, which include but are not limited to damages to or destruction of any property of an Indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to losses or damages caused solely or principally by the gross negligence or willful misconduct of Paddle-N-More.

PROPERTY DAMAGE. The undersigned agrees to pay for any or all damages to or losses of any property of Indemnitee caused or suffered by the undersigned either negligently, willfully, or otherwise.

MINOR ACKNOWLEDGMENT. By signing this Agreement without a parent or legal guardian's signature, the undersigned, under penalty of fraud, represents that he or she is at least 18 years of age. If signing as the parent or guardian of a minor participant, signing adults represent they are a legal parent or guardian of the minor participant, or otherwise are legally authorized to act in *loco parentis*. By signing this agreement the undersigned acknowledges that he or she has read this agreement, and is waiving any claims as set forth herein both for the undersigned and for any minors for whom the undersigned is a custodian, parent, or legal guardian for, or for whom the undersigned is acting in *loco parentis*. The undersigned hereby agrees to fully assume all risks and all responsibility for bodily injury, death, or property damage due to the negligence of those being released herein and the acts of third parties, and to assume the risk on behalf of those for whom the undersigned is a custodian, parent, or legal guardian for, or for whom the undersigned is acting in *loco parentis*.

REPRESENTATIVES. The undersigned has executed this Release of Liability for himself or herself, and his or her heirs, assigns and legal representatives.

EMERGENCY TREATMENT CONSENT. The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

INSURANCE. The undersigned understands that the Paddle-N-More does not carry participant insurance. The undersigned acknowledges that they either have appropriate insurance or, in its absence, they agree to pay all costs of rescue and/or medical services as may be incurred on their behalf.

JURISDICTION. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the state of New York, including all matters of construction, interpretation, validity, and performance, and all without regard to or the application of New York's choice of law provisions. The undersigned agrees that all claims arising under or in relation to this agreement shall be exclusively venued in the Tompkins County Supreme Court of the State of New York, and the undersigned agrees to submit to the exclusive jurisdiction and venue of such court. The undersigned acknowledges and agrees that this agreement was executed in the State of New York and is to be performed wholly within the State of New York; further, the undersigned waives the right to a trial by jury of any matters arising out of this agreement, and further waives all rights of counterclaim and set-off.

ACKNOWLEDGMENT. The undersigned has read and understands this Release of Liability and realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities and does so freely and voluntarily.