

Waiver and Release of Liability/ Bill of Sale

In consideration of Witcher Way LLC, aka Broad River Outpost or Altamaha Coastal Tours, furnishing services and/or rental equipment to enable me to participate in canoeing or kayaking, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risk, dangers and hazards and such exists in my use of Witcher Way LLC equipment and my participation in canoeing or kayaking activities: (b) my participation in such activities and /or use of such equipment 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 could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Witcher Way LLC; the negligence of the participants, the negligence of others, accidents, breachers of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable 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 in a canoe or kayak and such other risks, hazards and dangers that are integral to recreational environment: and (d) by my participation in these activities and/or damages, whether caused in whole or in part by the negligence or the conduct of the owners, agens, officers or employees of Witcher Way LLC, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Witcher Way LLC and its owners, agents, officers, and employees from any and all claims, actions or lossess for bodily injury, property damage, wrongful death, loss of services or otherwise which might arise out of my use of Broad River Outpost equipment or my participation in canoeing or kayaking activities. 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 Witcher Way LLC. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Witcher Way LLC or its agents shall be either the Madison or McIntosh Co. Probate Court or the State Supreme Court in Madison or McIntosh County Georgia. Photos of you taken while using Witcher Way LLC's boats or services might be used for advertising purposes.

This document / Bill of Sale for a used kayak valued at \$700 with an initial payment of \$20/25 with the remainder owed in cash due at the end of the 'trial period' [aka river trip]. The BRO will repossess the boat after the trial period if full cash payment is not made.

I have read the above waiver, release form and bill of sale, and by signing it agree. It is my intention to exempt and relieve Witcher Way LLC from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

Print Name

Signature

Date

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