

## CAMPING / HIKING EQUIPMENT LIABILITY RELEASE

Appalachian Outdoors, LLC, DBA Appalachian Outfitters, 60 Kendall Park Rd. Peninsula, Ohio 44264

**Please read carefully before signing. This is a release of liability and waiver of certain legal rights.**

1. The undersigned, being at least 18 years old, has read and signed the following release, or if he/she is younger than 18 years of age, is accompanied by a parent or guardian who has read and signed the following release (hereinafter referred to collectively as "I").
2. I agree and understand that hiking / camping is a **HAZARDOUS** activity (hereinafter "Activity"). Further, I recognize that there are risks, including, but not limited to, rough terrain, rocks and unmarked obstacles, debris on the roads, slippery trail conditions, varying slopes, variations in terrain, bumps, forest growth, changing weather conditions, exposure, fire, getting lost, disorientation, lengthy medical response time and other hazards. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly **ASSUME** and accept **ANY AND ALL RISKS OF INJURY OR DEATH** to the Renter while participating in the Activity. Nonetheless, the Renter voluntarily elects to participate in the aforementioned activity.

\_\_\_\_\_ (Initial)

3. I hereby assume all risks which may be associated with and/or result from my involvement in such Activity and hereby hold harmless, release, indemnify and defend Appalachian Outdoors, LLC, its subsidiaries and affiliates, their respective officers, directors, agents, servants and employees (hereinafter "the Shop"), of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in the **Activity**, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied, on the part of the Shop.

\_\_\_\_\_ (Initial)

4. By execution of this release the Shop shall be indemnified for any injury to other person(s) or property which I may cause as a result of engaging in this Activity.
5. I will be responsible for the replacement at full retail value of any equipment rented but not returned to the Shop. I acknowledge my obligation to return this equipment by the agreed date in clean condition and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear.
6. All instructions on the use of the equipment have been made clear to me and I understand the function of my equipment.
7. I CONTRACTUALLY AGREE that any and ALL DISPUTES between myself and the Shop arising from my participation in the Activity **OR** use of this equipment, and **INCLUDING** any claims for personal injury and/or death, **WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO** and **EXCLUSIVE JURISDICTION** thereof will be in the state court residing in Litchfield County or federal court of the State of Ohio.
8. **IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.**
9. **THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.**
10. This Release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by the Shop as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Renter.

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I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

\_\_\_\_\_  
(Signature of Renter)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name of Renter)

\_\_\_\_\_  
(Signature of Parent or Guardian of Renter,  
in the event Renter is less than 18 years old)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name of Parent or Guardian of Renter,  
in the event Renter is less than 18 years old)