

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of ALL ADVENTURES RAFTING, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AAR"), I hereby agree to release, indemnify, and discharge AAR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that river rafting entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** whitewater rapids will be encountered. I can be jolted, jarred, bounce, and shaken about during rides through some of these rapids. It is possible that I could be injured if I come in contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft. Rafts could turn over or I could be "washed" overboard resulting in having to swim rapids risking collision with rocks and entanglement in trees. Rafts are slippery when wet and accidents can occur getting on and off the raft. I 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. I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also exposure to cold water can result in cold shock, hypothermia and in extreme cases death and accidental drowning is a possibility.

**Furthermore, AAR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.**

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation devise (life jacket) while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AAR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AAR's equipment or facilities, **including any such claims which allege negligent acts or omissions of AAR.**
4. Should AAR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against AAR, I agree to do so solely in the state of Washington, 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 that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AAR on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms..**

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(Printed Name)

(Signature)

(Age)

(Date)

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(Address)

(Zip Code)

(Phone)

## **FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**

(UNDERAGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law,

X

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(PARENT/GUARDIAN'S SIGNATURE)

(EMERGENCY PHONE NUMBER)

(DATE)