Participant Agreement

In consideration of the services of River Recreation, Inc., their officers, agents, employee, stockholders and all other persons or entities associated with those business (hereinafter collectively referred to as "River Recreation, Inc."), I agree as follows:

Although River Recreation, Inc. has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy and activity for which you may not be skilled, we wish to remind you; this activity is not without risk. Certain risk cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to your equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks:

Inherent risks that may be encountered in the course of white water rafting trip with River Recreation, which risks may result in illness, disease, serious injury or death (including drowning and hypothermia) include, but are not limited to: 1) weather conditions; 2) condition of water level of the river, including cold water temperatures; 3) falling or being flipped into the river (either intentionally or unintentionally); 4) collision with persons or equipment (including bailing buckets, paddles, pumps and storage containers), both within and outside the raft, including the raft itself and other rafts or watercraft; 5) injury to a foot, ankle, knee or other part of persons leg as a result of use of a foot strap or cup; 6) water fights among trip participants; 7) collision with or being pinned against rock, trees, logs, and other vegetation or objects (whether hidden or visible), located in or floating upon the river or on the river banks; 8) tripping or falling while entering or exiting rafts; 9) acts of other participants on this rafting trip, including failure to follow guide's safety and river instructions; 10) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by River Recreation; 11) contact with plants, animals and insects including snakes, in the river or on the river banks; 12) the condition of the roads, trails and the general terrain and accidents connected with their use; 13) first aid, emergency treatment or other services rendered, including the unavailability of immediate medical attention in the case of injury; 14) error on the part of River Recreation, Inc. or being transported to or from parking areas and pull-in or take-out facilities.

I am aware that whitewater rafting entails risk of injury or death to myself. I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks indentified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers of my negligence in participating in this activity

I hereby give permission to River Recreation Inc. to use my name and photographic likeness in all forms and media for advertising, trade and any other lawful purposes.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** River Recreation Inc., its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE,** to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X_____ _____ _____

Participant's Signature Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 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 Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liability incidents 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_____ _____ _____

Parent/Guardian Signature Date Emergency Phone Number(s)

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