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Professional River Trips Since 1979!

Rafting Participant Agreement, Release and Acknowledgement of Risk

In consideration of the services of River Drifters Whitewater Tours, Inc., their officers, agents, employees, volunteers, advertisers, stock holders and all other persons associated with these businesses (hereinafter collectively referred to as River Drifters) I agree as follows:

Although River Drifters has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks 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, or accidental injury, illness or in extreme cases, permanent trauma, paralysis 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. The following describes some but not all of those risks:

- 1) Whitewater rapids will be encountered. You can be jolted, bounced and otherwise shaken during rides through some of the rapids. It is possible that you could be injured if you come into contact with equipment necessary to the operation of the trip. You could also be injured due to contact with other trip participants.
- 2) Boats could turn over, or you could be washed overboard as a result of unexpected wave action or your guides' misjudgment of the rapid or the terrain. This could result in mental anguish or trauma, injuries, prolonged exposure to cold water (hypothermia) leading to impaired health or, in extreme cases death. Drowning is also possible.
- 3) Accidents can occur on land. You could slip or fall during a hike, causing damage to equipment or personal injury. You could also suffer injuries or trauma during the land and/or air transportation portions of the trip, in vehicles or aircraft.
- 4) Accidents can occur getting on and off the rafts or kayaks. Rafts and kayaks are slippery when wet. You might damage or lose equipment or injure yourself by falling against some object in or on the boat or on shore. Rafts and kayaks may drift a distance from the shoreline when you are trying to climb on or off. You might fall in the river, or drop equipment in the river. Improper use of equipment could also cause damage to equipment or personal injury.
- 5) Exposure to the natural elements can be uncomfortable or harmful. You should be aware that this exposure could cause hypothermia, sunburn, illness from drinking/eating water or food, and/or dehydration.
- 6) Errors on the part of River Drifters Rafting and its employees, including insufficient instruction or assistance.

I am aware that whitewater rafting and kayaking entails risks of injury or death to myself. I understand 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 identified herein and other risks inherent to the activity of a whitewater river trip. My participation in this activity is purely voluntary 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 minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain full force and effect. In the event that I file a lawsuit against River Drifters, I agree to do so solely in the state of Oregon, 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 have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives and estates for all members of my family including any minors accompanying me. I acknowledge I am not relying on any oral, written, or visual representations or statements made by River Drifters, including those made in its brochure and other promotional material, to induce me to go on the whitewater river adventure. I also acknowledge that in any and all promotional material the use of the word 'safe', 'safe as possible', or the like, does not mean, imply or suggest that this trip is without risk. I have also read and agree to comply with the River Drifters cancellation policy.

Photographic Release: River Drifters reserves the right to take photographs or film records of any River Drifters tour, program, or activity and each trip member hereby agrees that River Drifters may use such photographs or film records for promotional and/or commercial purposes.

River Drifters

Participant Name: _____

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS River Drifters**, 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.

Date: _____
Participant' Name _____ Signature _____
Address _____
City _____ State _____ Zip _____
Email address _____
Emergency Contact _____ Contact Phone# _____ - _____

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 Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees 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. **This does not apply to liability incidents determined to be the result of the Gross Negligence or the Wanton and Willful Misconduct of the Releasees.**

X _____ Age: _____
PARTICIPANTS NAME
X _____
Parent/Guardian Signature Date Emergency Phone Number(s)

*We will not disclose any personal information to any other party.

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