

**WHITEWATER VOYAGES
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

PLEASE BRING THIS FORM, (SIGNED) TO
YOUR TRIP CHECK-IN.

This is a release. Read it carefully before signing. This release essentially states that I know I am going on a whitewater rafting trip in a wilderness/outdoor environment – not on an amusement park ride or to an air-conditioned shopping mall. As a result of the inherent risks in this activity, I know I may die, get hurt, or damage my belongings. If any of these occur, I understand that I cannot make a claim, sue, or expect WHITEWATER VOYAGES, its owners, officers, agents, employees, associates, the State of California, its Department of Parks and Recreation, the U.S. Bureau of Reclamation, Pacific Gas and Electric Company, Placer County Water Agency, and Sacramento Municipal Utility District (hereinafter referred to collectively as WHITEWATER VOYAGES) to be legally responsible or pay for any damages.

ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS: I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this whitewater rafting trip with WHITEWATER VOYAGES. Certain risks are inherent in any recreational activity and cannot be eliminated, altered, or controlled, and these risks that contribute to the unique character of the activity can also be the cause of injury, illness, death, and damages. I know and fully understand that a whitewater rafting trip, whether on a raft, oar boat, kayak, or any other type of vessel, is an outdoor adventure activity in wilderness environment with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries and property damage. Also, I understand that Class IV and V represent the most difficult and dangerous levels of whitewater and recognize that the risks associated with whitewater rafting are greatly increased.

I acknowledge and willingly assume all risks and hazards in whitewater rafting and river-related camping from the pre-embarkation rendezvous until the conclusion of the trip, including, but not limited to, (1) loss of control of the raft, falls in, out, or about the raft, collision with other participants, equipment, other rafts, rocks, trees, and any portion of the interior of the raft, and any other man-made or natural obstacles, whether obvious or not; (2) judgment, decision-making and conduct of the guides; (3) submersion in water, drowning; (4) encounters with animals, wildlife and insects; (5) exposure to wilderness environment, extreme temperatures, and inclement weather, remote areas, wilderness terrain, including travel by foot or vehicle in any way related to this activity, whether at camp or elsewhere; (6) assistance in lifting and/or carrying rafting equipment; (7) rescue-related injuries; and (8) unavailability of immediate and appropriate medical attention in case of injury.

I further understand and acknowledge that WHITEWATER VOYAGES provides foot cups in some of its boats to assist participants in stabilizing themselves. The use of foot cups may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. **Use of foot cups is totally voluntary.**

I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. **My participation in this activity is purely voluntary and I elect to do so at my own risk.**

RELEASE: In consideration for WHITEWATER VOYAGES allowing me to participate on this trip, I voluntarily agree to release, discharge, and hold harmless WHITEWATER VOYAGES and for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with my participation in this rafting activity. I also expressly agree to release and discharge WHITEWATER VOYAGES from any act or omission of negligence in rendering or failing to render any type of rescue, emergency or medical services. **In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against WHITEWATER VOYAGES, even if they negligently or by some other act or omission cause the injury or damage.**

I further agree, to hold harmless, defend, and indemnify WHITEWATER VOYAGES from all defense costs, including attorney's fees incurred in connection with claims for bodily injury, wrongful death, or property damage, sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this whitewater rafting trip, and I sign this release on their behalf and on the behalf of the minor's parents and/or legal guardians. In addition, I give WHITEWATER VOYAGES permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of WHITEWATER VOYAGES. **Personal medical and travel insurance is strongly advised for all participants.**

WHITEWATER VOYAGES reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of WHITEWATER VOYAGES while on this trip. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I hereby represent that I have informed WHITEWATER VOYAGES of any pertinent medical conditions that may affect my or the minor's participation in these rafting activities. I hereby agree that WHITEWATER VOYAGES may use film or photographic records of this rafting trip for its promotional and/or commercial purposes.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which WHITEWATER VOYAGES or its agents is a party shall be either the town of El Sobrante, California, Justice Court or the County or State Supreme Court in Contra Costa County.

Guide school/skills workshop participants: I understand that Whitewater Voyages is not certifying my guiding proficiency or readiness to go to another outfitter and guide right away after this training. I understand I will need additional extended training and practice to acquire proficiency in the skills being taught.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THIS WHITEWATER RAFTING ACTIVITY. I UNDERSTAND THAT IT IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND WHITEWATER VOYAGES, THEIR OWNERS, OFFICERS, AGENTS, AND EMPLOYEES, AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIONS OR STATEMENTS BY WHITEWATER VOYAGES OR BY THE UNDERSIGNED. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

Present this form at the river. Please print clearly.

Name (please print)		Day Phone	Evening Phone
Address		City State Zip	
E-mail Address: <i>In the future we will be communicating mainly by e-mail and our website.</i>			Date of Birth
Rafting Date(s)	River(s)	Trip Length (No. of Days on the River - Please circle one): Days: <div style="text-align: center;"> <input type="checkbox"/> 1/2 <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 or More 1 Hour </div>	
Are you over 18? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No* Accompanying adult must sign & date here:			
Signature (If under 18 parent or legal guardian must sign here also*) N		Today's Date	Reservation No

*Minors not accompanied by their parent must bring this form signed by their parent or legal guardian. Adult accompanying the minor must also sign this release as a verification of the parent/guardian signature. (Summer Camp & Camp RAFT courses excluded) 2010 Release Form (all rivers other than Kings River)

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
WHITEWATER PERMIT PROGRAM**

Waiver of Liability and Release, Express Assumption of Risk, and Indemnity Agreement

Permittee: Whitewater Voyages

Whitewater Voyages ("Permittee") is permitted to operate whitewater rafting trips or other activities on the South Fork American River, Middle Fork American River, and/or North Fork American River.

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in river trips offered by persons permitted to operate such trips ("Whitewater Voyages" or "Permittee") by the State of California Department of Parks and Recreation. Some risks are intrinsic to whitewater river running or water sports generally; other risks are inherent in outdoor activities, wilderness travel, camping, or picnicking; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by employees of the Whitewater Voyages, the State of California Department of Parks and Recreation, U. S. Department of the Interior – Bureau of Reclamation, or any other person.

Since all river trips are dangerous, and in consideration of being allowed to participate in the park and whitewater activities, I **HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST THE U. S. DEPARTMENT OF THE INTERIOR – BUREAU OF RECLAMATION ("U.S. GOVERNMENT"), STATE OF CALIFORNIA, ITS DEPARTMENT OF PARKS AND RECREATION ("STATE") OR ITS PERMITTEES ARISING AS A RESULT OF MY PARTICIPATION IN THE WHITEWATER RIVER TRIPS AND RELATED ACTIVITIES DESCRIBED HEREIN, MY USE OF PERMITTEE'S EQUIPMENT, OR ANY ACTIVITIES INCIDENTAL THERE TO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF PERMITTEE AND/OR STATE AND/OR U.S. GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY PERMITTEE, STATE AND U.S. GOVERNMENT AND HOLD THEM HARMLESS FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF PERMITTEE, STATE AND U.S. GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT.**

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in the whitewater activity or trip, even if it occurs as a result of the negligence of Whitewater Voyages, State or U S Government or defects in equipment, (2) absolve and release Whitewater Voyages, State and U.S. Government from the consequences of their negligence, including without limit, rescue efforts, and defects in equipment, and (3) will protect, hold harmless, indemnify and defend Whitewater Voyages, State and U.S. Government against any legal actions or other claims for damages arising from my actions. **I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.**

I understand that certain minimum skills, capabilities, and physical and mental health and fitness are required in order to participate in dangerous activities like river running; I warrant that I possess these. I agree to wear a properly fastened personal flotation device (life jacket) at all times while on or in a boat, scouting rapids, or on or in the water, and to wear such other safety equipment as may be provided to me by Whitewater Voyages. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not those of Whitewater Voyages, State or U S. Government or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither Whitewater Voyages, State nor U S Government has made representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Whitewater Voyages, State and U S Government including, as applicable, their agents, employees, officers, directors, and shareholders.

Signature: _____ Date: _____

Name & Address: _____

Signature of parent or guarding if the participant is under age 18: _____

Name & Telephone of person to contact in case of emergency: _____