

Following is a release of liability form that all persons must complete and sign before embarking on their rafting trip.

If you are the coordinator of a trip, please make sure that all members of your reservation receive a copy of the form.

The form being provided to you has been partially filled in with your rafting date(s), river selection, trip length, and reservation number. Each rafter will need to complete the form by filling in their personal information (name, address, etc.).

Release forms should be submitted to Whitewater Voyages' staff at trip check in. We recommend arriving at trip check in with your form already filled out.

Please feel free to call (800) 400-7238 with questions or if there is any assistance we might provide.

Kindest Regards,

Whitewater Voyages

**WHITEWATER VOYAGES
ASSUMPTION OF RISK AGREEMENT**

Please bring this form, signed, to trip check in. Thank you!

In consideration of the services of Whitewater Voyages, their officers, agents, employees and stock holders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "Whitewater Voyages"), I agree as follows:

Although Whitewater Voyages 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 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 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, jarred, bounced, thrown to and from, and otherwise shaken about during rides through some of these rapids. It is possible that you could be injured if you 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.

(2) Boats could turn over or you could be "washed" overboard as a result of unexpected wave action or your guide's misjudgment of the rapid or the terrain. This could result in: mental anguish or trauma; injuries sustained from the raft and its supplies and/or equipment, or from items in the river bed; prolonged exposure to cold water (hypothermia) leading to impaired health or, in extreme cases, death. Accidental drowning is also a possibility.

(3) Accidents can occur off river. You can slip or fall during a hike, resulting in damage to equipment or personal injury.

(4) Accidents can occur getting on and off the raft. Rafts are slippery when wet. You might slip and fall, in which case you might damage or lose equipment you are carrying (such as camera, canteen or day pack), or you might injure yourself by falling against some object in or on the boat or on shore. Rafts 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. You can be injured when helping to lift or carry the raft.

(5) Exposure to the natural elements can be uncomfortable and/or harmful. You should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps.

I am aware that whitewater rafting 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, 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 and of my negligence in participating in this activity.

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 representative and estate 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 Whitewater Voyages including those made in its brochures or other promotional material, to induce me to go on this whitewater rafting adventure.

Photographic Release: Whitewater Voyages reserves the right to take photographic or film records of any Whitewater Voyages tour, program, or river trip, and each trip member hereby agrees that Whitewater Voyages may use such photographic or film records for 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.

Present this form at the river. Please print clearly.

Name (please print)		Home Phone	Cell 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	# Rafting Days	# Camping Nights
Are you over 18? YES NO – If NO, accompanying adult must sign & date here:			
Signature (If under 18 parent or legal guardian must sign here also*)		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 as a verification of the parent/guardian signature. KingsAgreement06.wpd 3/1 7/06