

## WHITEWATER VOYAGES

### RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

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 WHITE WA TER 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 W HITEWATER 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 WHITE WA TER 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 WHITE WA TER VOYAGES, THEIR OWNERS, OFFICERS, AGENTS, AND EMPLOYEES, AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIONS OR STATEMENTS BY WHITE WA TER 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 webs ite.</i>			Date of Birth
Rafting Date(s)	River(s)	Trip Length (No. of Days on the River - Please circle one): Days: 1/2 1 2 3 4 5 or More 1 Hour	
Are you over 18? <input type="checkbox"/> Yes <input type="checkbox"/> No* <input type="checkbox"/> Accompanying adult must sign & date here:			
Signature (If under 18 parent or legal guardian must sign here also*) N		Today's Date	Reservation No.