WATER RAFTING RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Complete BOTH Sides

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities.

I, _____ do hereby affirm and acknowledge that I am aware of and/or have been fully informed of the inherent
PRINT NAME
hazards and risks associated with the recreational activities generally described as Whitewater Rafting, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. Collision, capsizing, sinking, or other hazards that may result in exposure to elements which may cause hypothermia, impact of the body upon the water, encountering turbulent water, rapids, sudden narrowing of water channels, vortexes, and rapidly changing water levels.
4. Injury or death from encountering natural conditions, upon encountering man-made conditions, injection of water into my body orifices, exposure to aquatic life forms, encountering wild animals, reptiles, and insects.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
6. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions.
7. Dangers associated with exposure of natural elements include but are not limited to avalanche, rising waters, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. My sense of balance, physical coordination, and ability to follow instructions.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following, herein referred to as releasees, Upper Yough Whitewater Expeditions, Inc., its officers, officials, agents and/or employees, other participants, sponsors, advertisers.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

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

_____ _____ _____
Signature of Adult Participant | Name of Adult Participant (Please Print) | Date

Age _____ Address _____

City _____ State _____ Zip _____

Email _____ Phone _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

_____ _____ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have. | Name of Parent or adult legal Guardian (Please Print) | Date

_____ _____
Name of Minor (Please Print) | Date