

## **Rafting Participant Agreement and Release AND Acknowledgement of Risk**

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

Although Blue Sky Whitewater Rafting 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:

Initial      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.

Initial      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, prolonged exposure to cold water (hypothermia) leading to impaired health or, in extreme cases death. Drowning is also possible.

Initial      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.

Initial      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.

Initial      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.

Errors on the part of Blue Sky Whitewater Rafting and its employees, including Initial 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 Blue Sky Whitewater Rafting, 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 Blue Sky Whitewater Rafting, 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 Blue Sky Whitewater Rafting cancellation policy.

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

Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent or guardian signature if under 18 \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_