



# Bigfoot Rafting Company

## Participant Registration/Agreement/Acknowledgment and Assumption of Risks/Release

**PLEASE PRINT CLEARLY!**

Name \_\_\_\_\_ Group \_\_\_\_\_ Trip Date \_\_\_/\_\_\_/\_\_\_

Phone \_\_\_\_\_ Birth date \_\_\_/\_\_\_/\_\_\_ Male/Female \_\_\_\_\_

Address \_\_\_\_\_  
Street City Zip Country

Email \_\_\_\_\_ May we send you an occasional newsletter? Yes { } No { }

*\* Your address will not be sold or used for non Bigfoot Rafting purposes.*

Emergency Contact's Name \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency Contact's Phone Number \_\_\_\_\_

Do you have any medical considerations that we should be aware of or that might limit or affect safe participation for you or others? (please indicate "NO" if that applies) \_\_\_\_\_

Do you have any food allergies? \_\_\_\_\_ Are you allergic to bee stings? \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

**IMPORTANT! READ CAREFULLY!**

In consideration of the opportunity to rent or use equipment and/or participate in activities offered by Bigfoot Rafting Company (herein referred to as "Provider"), the Participant (adult or minor), and the parent or guardian of a minor Participant, understand and agree as follows:

Services of Provider may include renting equipment and providing guided trips by raft, tube, canoe, kayak or other watercraft. Activities may include, swimming, hiking, climbing on rocks, camping, carrying the watercraft, and travel to and from the activities.

Provider accepts no responsibility for qualifications of Participant for the activities. Provider is not responsible for water conditions, routes, campsites, or other activities of renters of its equipment. Participant, and parent or guardian of minor Participant, accepts full responsibility for determining suitability for participating.

Activities, Hazards and Risks

The hazards and risks (referred to as "risks") of the use of the watercraft are not complete and may include but are not limited to: entering, exiting and operating the watercraft; fast, deep, cold water; the watercraft may overturn; you may become entrapped in rocks, trees or other objects; participants may be struck by objects or other persons. Risks include those associated with camping, hiking, and uneven terrain; animals, reptiles and plants may cause harm; swimming may cause drowning. Other risks include errors in judgment of Provider's staff or other participants; equipment may be misused or fail; collisions may occur while traveling by vehicle to and from the activities; activities are subject to the forces of nature, including the sun and cold; activities may take place where cell phones do not work, delaying medical care. Participation in the activities can cause property loss, serious injury or death.

Certain activities may be conducted by independent contractors not trained or supervised by Provider. Provider accepts no responsibility for their conduct. Alcohol and other substances may reduce a participant's ability to manage risks. Participant should always wear a fastened life vest and footwear to minimize the risk of injury.

Acknowledgment and Assumption of Risks

I, the Participant (adult or minor) and the parent or guardian of a minor Participant, understand the nature of the services of Provider and other activities which may occur, and their risks. I acknowledge, recognize and expressly assume all responsibility and risks, whether or not described, known or unknown. I certify that I have the necessary skills and ability to participate in the activity and assume full responsibility for myself and for injury or loss, including death or paralysis, which I, or minor, may suffer. I also assume full responsibility for loss of personal property and expenses there of as a result of my negligence. I agree to abide by the rules or instructions given to me either verbally or in writing by the Provider. I further understand that Provider reserves the right to refuse to allow any person to participate who is judged to be incapable of meeting the rigors and requirements of participating in said activity.

Agreements of Release and Indemnification

As an adult Participant, and/or the parent or guardian of a minor Participant, I agree, for myself and on behalf of the minor Participant for whom I am signing, as follows:

I release Provider, its employees, contractors, volunteers, and owners (Released Parties) from all claims of injury or loss which I, or the minor, may suffer, arising out of our participation in the activities of Provider or the use of its equipment. Neither I, the minor, nor anyone acting on our behalf, will bring suit or otherwise assert any such claims against a Released Party.

I will indemnify (defend and satisfy by payment, including costs and attorneys' fees) each Released Party from claim of liability, including one brought by or for a minor for whom I sign, a co-participant in the activities of Provider, a rescuer, member of my, or the minor's, family, or anyone else, asserting a loss arising out of or in any way related to my, or the child's participation or the use of the equipment.

The agreements of release and indemnification include claims arising from negligent acts or omissions of Released Parties, and all other claims, including for personal injury, wrongful death, property damage, products liability, breach of contract, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant, individually and on behalf of the minor for whom I sign.

Additional Provisions

I authorize Provider to provide or obtain for me, or the minor for whom I sign, such medical care as it considers appropriate, and I agree to pay all costs associated with such care and related transportation. Any dispute between Provider and me or the minor for whom I sign will be governed by the laws of the State of California. If the dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of the State and in the County in which the Provider operates. I agree to pay all costs and attorneys' fees incurred by Provider in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that Provider is not responsible for the claimed injury or loss.

I agree that Bigfoot Rafting Company may use film or photographic records of this trip for its promotional and/or commercial purposes.

This agreement is entered into voluntarily. Its terms cannot be amended except in writing. I have read this entire document and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me during the entire period of participation in said activity. I understand that it is binding, by law, upon our respective heirs, executors, administrators, wards, minor children (whether or not they are Clients) and other family members. If any part of this agreement is found to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

\_\_\_\_\_  
Signature of Participant (adult or minor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date