

Complete and bring form to the river for Check-In the morning of the trip

*One name per release form. Extra copies of the Release Form are available @ www.arrafting.com

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT RE: WHITEWATER RAFTING WITH AMERICAN RIVER RECREATION, INC.

In consideration of the services of American River Recreation, Inc., The State of California, it's Department of Parks and Recreation, U.S. Bureau of Reclamation, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **A.R.R.**) I hereby agree to release and discharge **A.R.R.**, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that rafting on rivers entails known and unanticipated risks, which could result in physical or emotional injured, paralysis, death, or damage to my self, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: whitewater rapids will be encountered. I can be jolted, jarred, bounce, thrown to and fro and shaken about during rides through some of these rapids. It is possible that I could be injured if I 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. Rafts could turn over or I could be 'washed' overboard. I can slip or fall during a hike, resulting in damage to equipment or personal injury. Accidents can occur getting on and off the raft. Rafts are slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death and accidental drowning is also a possibility.

Furthermore, **A.R.R.** guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in the activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **A.R.R.** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **A.R.R.** equipment or facilities, **including any such Claims which allege negligent acts or omissions of A.R.R.**
4. Should **A.R.R.** or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of-all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against **A.R.R.**, I agree to do so solely in the state of California, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state.
7. I hereby grant permission to **A.R.R.** and any person or entity action on its behalf to take photographs or movies of this trip for any purpose, including commercial or advertising purposes.
8. I understand **A.R.R.** is not responsible for actions or injuries caused by participants upon other participants.
9. I understand and agreed (explained by phone or mailed) to the terms and conditions of the cancellation policy set forth by **A.R.R.** Also, there are 'No Refunds' for 'No Shows'. I authorize **A.R.R.** to charge my credit card for any incidental fees related to my rafting trip (extra night camp fees, meals, rental tents, etc.) These optional items are an additional cost to the client and **are not** included in the rafting package.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **A.R.R.** on the basis of any claim from which I have released him or her herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Name (please print)		Participant's Signature	
Home Street Address (print)		Apt #	City (print)
State	Zip Code	Raft Trip Date	Email Address (print)

Parent or Guardian Indemnification (Complete for minor participating under the age of 18)

In consideration of _____ (print Minor's name) being permitted by **A.R.R.** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **A.R.R.** from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature _____ Print Name _____ Date _____