

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT
REGARDING WHITEWATER RAFTING WITH WILD WATER ADVENTURES, LLC

River Tour	Tour Date	Today's Date
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In consideration of the services of Wild Water Adventures, LLC, 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 **W.W.A.**) I hereby agree to release and discharge **W.W.A.**, 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 myself, 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, encountering whitewater rapids. I can be jolted, jarred, bounce, thrown to and fro and shaken about during river tours 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, **W.W.A.** guides have difficult jobs to perform. They strive for safe river tours, but they are not infallible. They might be ignorant of a participant's fitness, wellness, 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 **W.W.A.** 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 **W.W.A.** equipment or facilities, **including any such Claims which allege negligent acts or omissions of W.W.A.**

4. Should **W.W.A.** 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 **W.W.A.**, I agree to do so solely in the state of Oregon, 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 **W.W.A.** and any person or entity action on its behalf to take photographs, audio recordings, and/or video recordings of this tour for any purpose, including commercial or advertising purposes.

8. I understand **W.W.A.** is not responsible for actions or injuries caused by participants upon other participants.

9. I understand and agreed (presented at www.wyldh2o.com) to the terms and conditions of the cancellation policy set forth by **W.W.A.** Also, No refunds for 'No Shows'. I also consent to provide full compensation as agreed in advance to **W.W.A.** for all tour fares and I understand that any or all of the above occurrences do not negate this responsibility. Additionally, above occurrences do not in themselves constitute reason for non-payment or stop payments on checks or credit cards.

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 **W.W.A.** 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.

*Please Print Clearly	*One Per Person Please	
First Name:	Middle:	Last Name:
Street Address:	City:	State and Zip Code:
Phone Number	Birthdate (MM/DD/YY):	Signature of Participant

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

In consideration of _____ (print Minor's name) being permitted by **W.W.A.** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **W.W.A.** 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: _____