

OLD BRIDGE RAFTING

P.O. Box 658, Lewiston, California 96052 – 530/778-3436

Assumption of Risk Waivers Read Carefully – Waiver and Release of Liability Please sign on the other side.

In consideration of OLD BRIDGE RAFTING, furnishing services and/or equipment to enable me to participate in rafting activities, I agree as follows:

As a result of the inherent risk in this activity, I know I may die, get hurt, or damage my belongings. If any of these occur, I understand that I cannot make a claim, sue, or expect OLD BRIDGE RAFTING, its owners, officers, agents, employees and associates including The U.S. Department of the Interior Bureau of Land Management (hereinafter referred collectively as RELEASEES) to be legally responsible or pay for any damages.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this river rafting trip with RELEASEES. Certain risks are inherent in any recreational activity and cannot be eliminated, altered, or controlled, and these risks that contribute to the unique character of the activity can also be the cause of injury, illness, death, and damages. I know and fully understand that a river rafting trip, whether on a raft, oar boat, kayak or any other type of vessel, is an outdoor adventure activity in a wilderness environment with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries and property damage. I **acknowledge and willingly assume** all risks and hazards in river rafting and river-related stops from the pre-embarkation rendezvous until the conclusion of the trip, including, but not limited to: (1) loss of control of the raft, fall in, out, or about the raft, collision with other participants, equipment, other rafts, rocks, trees, and any other portion of the interior of the raft, and any other man-made or natural obstacles, whether obvious or not (2) judgment, decision making, and conduct of the guides (3) submersion in water, drowning (4) encounters with animals, wildlife and insects (5) exposure to wilderness environment, extreme temperatures, and inclement weather, remote areas, wilderness terrain, including travel by foot or vehicle in any way related to this activity, whether at camp or elsewhere (6) assistance in lifting and/or carrying rafting equipment (7) rescue related injuries (8) unavailability of immediate and appropriate medical attention in case of injury. I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, anticipated or unanticipated may also exist and result in injury, illness, disease, death or damage. **My participation in this activity is purely voluntary and I elect to do so at my own risk.**

RELEASE: In consideration for RELEASEES allowing me to participate in this trip, I voluntarily agree to release, discharge, and hold harmless RELEASEES for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, death and damages of any nature in any way connected with my participation in this rafting activity. I also agree to release and discharge RELEASEES from any act of omission or negligence in rendering or failing to render any type of rescue, emergency, or medical services. In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against RELEASEES, even if they negligently or by some act or omission cause injury or damage. I further agree to hold harmless, defend, and indemnify RELEASEES from all defense costs, including attorney's fees incurred in connection with claims for bodily injury, wrongful death, or property damage sustained by any minor on whose behalf I am signing under 18 years of age, or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity. **As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this river rafting trip, and I sign this release on their behalf and on the behalf of the minor's parents and/or legal guardians.** In addition, I give RELEASEES permission to treat said minor in case of illness, injury, emergency or accident. Should emergency medical services become necessary for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of RELEASEES. **Personal medical and travel insurance is strongly advised for all participants.**

RELEASEES reserve the right to accept or deny service to any person. All participants are required to wear a life vest. Glass bottles, jars, or other glass items are not allowed in watercraft. Participants may not consume alcoholic beverages or illegal/substances while operating the watercraft. Renters agree to properly use items in ways they are intended and use these items in the locations where said renter declares that the equipment will be used. The renter shall be liable for the loss of or accidental or deliberate damage to equipment rented from OLD BRIDGE RAFTING. The charge for loss or damage (up to 100% of the retail value of a new replacement) will be set by OLD BRIDGE RAFTING after inspection of the returned equipment. We can NOT refund or credit your rental fee if equipment is returned early or unused. I hereby agree to follow all rules, regulations, and instructions of RELEASEES while on this trip. I also certify that I and any minor on whose behalf I am signing are physically and mentally capable of participating in these activities. I hereby represent that I have informed RELEASEES of any pertinent medical conditions that may affect my or the minor's participation in these rafting activities. I hereby agree that RELEASEES may use film or photographic records of this rafting trip for its promotional and/or commercial purpose.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I understand that I am assuming all the risks inherent in this river rafting activity. I understand that it is a release of any and all claims. I understand that this is the entire agreement between the undersigned, OLD BRIDGE RAFTING, and any and all releasees as previously listed and that it cannot be modified or changed in any way by the representations or statements by OLD BRIDGE RAFTING and all releasees or by the undersigned. I voluntarily sign my name as evidence of my acceptance of all provisions in this release and I agree to be bound by them.

I have read and agree to the conditions, especially noting the policy and cancellations and refunds, as stated in the brochure, website, or available by calling 530-778-3436.

OLD BRIDGE RAFTING

I HAVE READ THE WAIVER AND RELEASE ON THE REVERSE SIDE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE OLD BRIDGE RAFTING FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

SIGNATURE _____

AGE _____

DATE _____

I am assuming the stated risks and entering into this Waiver and Release on behalf of the minor(s) named below, as well as myself, and I am agreeing to its terms on this or her behalf, as well as his or her heirs, executors, administrators and assigns.

MINOR'S NAME(S) _____

AGE(S) _____

MINOR'S NAME(S) _____

AGE(S) _____

PLEASE PRINT CLEARLY:

TRIP DATE(S): _____

RIVER: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE: (_____) _____

Please complete the following if you would like to receive specials, river news and stories, etc. via email:

EMAIL ADDRESS: _____