

Action Whitewater Adventures

2010 Assumption of Risk Agreement

IMPORTANT. READ CAREFULLY. This document affects your legal rights. It must be signed by you, the "Participant," whether you are an adult or minor. It must also be signed by your parent or guardian if you are a minor Participant under 18 years of age. The word "I", as used herein, refers to you the Participant, as well as you, the parent or guardian, if the Participant is under 18 years of age.

In consideration of the services of Action Whitewater Adventures, their officers, agents, employees and stockholders, and all other persons or entities associated with those businesses, I agree as follows:

Although Action Whitewater Adventures has taken reasonable steps to provide me with appropriate equipment and skilled guides so that I can enjoy whitewater rafting, camping, hiking, and other outdoor activities, these activities are not without risk. Certain risks cannot be eliminated without destroying the unique character of these activities. The same elements that contribute to the unique character of these activities can be causes of loss or damage to my equipment, accidental injury, illness or in extreme cases, permanent trauma or death. The following describes some, but not all, of those risks.

1. Whitewater rapids will be encountered. I can be jolted, jarred bounced, thrown to and fro, and otherwise 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 equipment necessary to the operation of the expedition and the outfitting of the raft.
2. Boats could turn over or I could be "washed" overboard as a result of the unexpected wave action or the guide's misjudgment of the rapid or the river. This could result in: mental anguish or trauma; injuries sustained from the raft and its supplies and/or equipment, or from items in the river bed; prolonged exposure to cold water (hypothermia) leading to impaired health or in extreme cases, death. Accidental drowning is also a possibility.
3. Accidents can occur during off-river hiking excursions or in camp. I can slip or fall during a hike or in camp, resulting in damage to equipment or personal injury. Terrain, including the shoreline, the premises of Action Whitewater Adventures and others, and elsewhere, may be unstable, steep and slippery and rocks, trees, and other objects may fall, and man-made and natural structures may fail; animals, including poisonous reptiles and poisonous plants may cause harm; swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning.
4. Accidents can occur getting on and off the raft. Rafts are slippery when wet. I might slip and fall, in which case, I might damage or lose equipment I am carrying (such as camera, canteen or day pack), or I might injure myself by falling against some object in or on the boat or on the shore. Rafts may drift a distance from the shoreline when I am trying to climb on or off. I might fall in the river, or drop equipment in the river.
5. 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. Activities may take place in remote places, significantly delaying emergency medical care and evacuation.
6. If in the course of a river trip, if I am around horses or other animals, I may be kicked, bitten, or thrown from the horse.

Participant, and the parent or guardian of a minor Participant, acknowledge and understand that the description of activities and risks above is not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. Participation in the activities can cause bites, stings, allergic reactions, overexertion, heat stroke, hypothermia, illness due to contaminated water, burns, cuts, bruises, strains, broken bones, and other injuries and illnesses. Property loss, and serious injury and death, including by falling and drowning, are possible.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death and loss or damage of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participation in this activity. I agree that in the event of an emergency evacuation, all expenses incurred, including helicopter airlift, will be my sole responsibility.

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 estate and for all members of my family including any minors accompanying me. I acknowledge that I am not relying on any oral, written or visual representation or statement made by Action Whitewater Adventures, including those made in its brochures or other promotional material, to induce me to go on this whitewater rafting adventure.

Any dispute arising from this Assumption of Risk Agreement shall be governed by the laws of the state of Idaho, and any mediation or suit shall take place only in Lemhi County, Idaho.

I will indemnify (that is, defend and satisfy by payment or reimbursement, including all professional costs and attorney fees), Action Whitewater Adventures, from any claim of liability, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of Action Whitewater Adventures, a rescuer, a member of my, or the minor child's family, or anyone else asserting a loss arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of Action Whitewater Adventures or the use of its equipment.

Signature of Participant

Print Name

Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Action Whitewater Adventures to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Action Whitewater Adventures 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.

Signature of Parent or Guardian

Print Name

Date: _____