

ENDLESS RIVER ADVENTURES

WAIVER AND RELEASE OF LIABILITY - GUIDED RAFT TRIP

IN CONSIDERATION OF ENDLESS RIVER ADVENTURES, INC FURNISHING SERVICES AND/OR EQUIPMENT TO ENABLE ME TO PARTICIPATE IN THIS GUIDED RAFT TRIP AND VEHICULAR TRANSPORTATION TO AND FROM SUCH ACTIVITY SITES, THE UNDERSIGNED:

1. Agrees that prior to participating in this activity, I will inspect the facilities, equipment, and transportation to be used, and if I believe anything is unsafe, I will refuse to participate.
2. Acknowledges and fully understands that I am engaging in an activity that involves risk of serious injury, including bodily injury, such as strains, fractures, partial and/or total paralysis; disease; death; and possible severe social and economic losses.
3. Acknowledges that these risks and dangers may result not only from my own actions, inactions or negligence, but also the actions, inactions or negligence of the owners, employees or agents of Endless River Adventures; other participants; accidents; the forces of nature; or other causes.
4. Acknowledges and understands that risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to guide decision making, including that a guide may misjudge terrain, weather, trail or river route location and water levels or demonstrate negligence; risks of falling out and drowning while on the raft trip; and such other risks, hazards and dangers that are integral to recreational activities that take place in a outdoor or recreational environment, and transportation to and from such activity sites. Further, that there may be other risks not known to me or not reasonably foreseeable at this time.
5. Assumes all the foregoing risks and dangers and accepts personal responsibility for any losses and/or damages following such injury, permanent disability or death.
6. On behalf of myself, my personal representatives and my heirs hereby voluntarily discharge and covenant not to sue Endless River Adventures, Inc., its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or income, or otherwise which may arise out of my participation in this whitewater activity presently or in the future.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Participant's Signature **Age** **Date**

Printed Name of Participant: _____

Address of Participant: _____

City: _____ **State:** _____ **Zip:** _____