

Assumption of Risk Waivers

Read Carefully – Waiver and Release of Liability • Please initial below and sign on the other side.

In consideration of AMERICAN WHITEWATER EXPEDITIONS, INC. 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 AMERICAN WHITEWATER EXPEDITIONS, its owners, shareholders, officers, agents, employees, subsidiaries, affiliated companies and associates, including but not limited to American River Recreation, American River Rafting, Pacific Gas and Electric Company, Placer County Water Agency, Sacramento Municipal Utility District, the State of California, its Department of Parks and Recreation and the United States Bureau of Reclamation (hereinafter referred collectively as RELEASEES) to be legally responsible or pay for any damages.

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK: I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this whitewater 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 whitewater 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. Also, I understand that Class IV and V represent the most difficult and dangerous levels of whitewater and recognize that the risks associated with whitewater rafting are greatly increased. **I acknowledge and willingly assume** all risks and hazards in whitewater rafting and river-related camping 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 to the fullest extent authorized by law 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 personal injury or damage property. 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 whitewater 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. 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. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which AMERICAN WHITEWATER EXPEDITIONS, INC., its owners, shareholders, officers, agents, employees, subsidiaries, affiliated companies and associates, including American River Recreation and American River Rafting is a party shall be the Superior Court of the State of California, County of El Dorado.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I understand that I am assuming all the risks inherent in this whitewater 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, AMERICAN WHITEWATER EXPEDITIONS, INC., 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 AMERICAN WHITEWATER EXPEDITIONS, INC., 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 & agree to the conditions, especially noting the policy on cancellations and refunds, as stated in the website & confirmation, or available by calling (800) 825-3205.

I understand that insurance to cover the above risks may be obtained from Access America. Policy applications are available upon request only from ACCESS AMERICA AT (800) 284-8300. *Initials:* _____

ADULT OR GUARDIAN NAME (PLEASE PRINT CLEARLY:)

Grid for adult/guardian name: 26 empty boxes.

AGE

Grid for age: 2 empty boxes.

MINOR'S NAME(S) (PLEASE PRINT CLEARLY:)

Grid for minor's name(s): 4 rows of 26 empty boxes each.

AGE(S)

Grid for age(s): 4 rows of 2 empty boxes each.

TRIP DATE(S) (PLEASE PRINT CLEARLY:)

Line for trip date(s).

RIVER (CIRCLE)

MERCED

KAWEAH

SOUTH FORK

MIDDLE FORK

NORTH FORK

ADDRESS:

Grid for address: 26 empty boxes.

APT./SUITE#:

Grid for apt./suite #: 4 empty boxes.

CITY

Grid for city: 26 empty boxes.

STATE

Grid for state: 2 empty boxes.

ZIP

Grid for zip: 5 empty boxes.

PHONE: () -

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

EMAIL ADDRESS: _____

ONLY COMPLETE IF THERE IS A PROBLEM WE SHOULD BE INFORMED OF PRIOR TO YOUR TRIP. FILL OUT AND GIVE TO YOUR HEAD BOATMAN OR OTHER STAFF PERSON.

NAME _____ AGE (if minor) _____

Do you have any physical disabilities that might affect your safety on the trip? If yes, please explain. _____

Are you allergic to: Bee Stings? _____ Foods? _____

Other? _____

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

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

SIGNATURE AGE DATE

PRINT NAME RELATIONSHIP TO MINOR(S) ABOVE