



YOU MUST BRING THIS FORM WITH YOU TO THE RIVER

Action Whitewater Adventures of California

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.

7. Verbiage required by California State Parks Whitewater Recreation Office: Since all river trips are dangerous, and in consideration of being allowed to participate in the park and whitewater activities, **I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST THE U. S. DEPARTMENT OF THE INTERIOR – BUREAU OF RECLAMATION ("U.S. GOVERNMENT"), STATE OF CALIFORNIA, ITS DEPARTMENT OF PARKS AND RECREATION ("STATE") OR ITS PERMITTEES ARISING AS A RESULT OF MY PARTICIPATION IN THE WHITEWATER RIVER TRIPS AND RELATED ACTIVITIES DESCRIBED HEREIN, MY USE OF PERMITTEE'S EQUIPMENT, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF PERMITTEE AND/OR STATE AND/OR U.S. GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY PERMITTEE, STATE AND U.S. GOVERNMENT AND HOLD THEM HARMLESS FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF PERMITTEE, STATE AND U.S. GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT.**



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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.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Action Whitewater Adventures or its agents is a party shall be either the City of Placerville, CA Justice Court or the County or State Supreme Court in El Dorado County.

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.

Name: _____ Phone: _____
Address: _____ City: _____
State: _____ Zip: _____ EMAIL: _____
Contact of Person **NOT** going on trip: _____ Phone: _____
Relationship (mom, grandpa, etc.): _____

Signature of Participant (adult or minor): _____ Print Name _____ Date _____

Signature of Parent or Guardian if participant is under 18 _____ Date _____

I also agree that Action Whitewater Adventures, at its sole discretion, may use any photographs, video, and/or video recording of me taken during my river trip for promotional purposes without compensation to me, unless I specifically request in writing to not be photographed.

I further understand that Action Whitewater Adventures reserves the right to cancel any trip due to weather, river conditions or lack of reservations. Action Whitewater Adventures also holds the right to change locations to a comparable river in the case of uncontrollable circumstances. In the case of a cancellation by Action Whitewater Adventures, I understand that I will receive a refund of the monies paid for the river trip and that Action Whitewater Adventures is not responsible for any of my travel expenses to or from the river trips or any other losses that may result from a trip cancellation I understand that if I should cancel a trip, any refund made by Action Whitewater Adventures will be based upon the current cancellation policy published in the Action Whitewater Adventures literature. Action Whitewater Adventures cancellation policy is as follows: Cancellations made 21 days prior to the trip date will receive a 50% refund Cancellations made within 14 days of the trip date will **not be refunded**. I also understand and agree that I must notify the Action Whitewater Adventures office **IN WRITING** (email or handwritten) if I have to cancel a trip. Any refund will be based on the postmark on my cancellation letter.

Date: _____
Signature of Participant (adult or minor)

PARENTS 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 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 which such use or participation by Minor.

Signature of Parent or Guardian _____ Print Name _____ Date _____