

TURTLE RIVER RAFTING COMPANY

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RELEASE OF LIABILITY and ASSUMPTION OF RISK AGREEMENT

Trip participants must understand that, although Turtle River Rafting Company has an excellent safety record and makes every reasonable effort to safeguard participants and their belongings, river trips do involve risk. Turtle River Rafting Company (hereafter referred to as Turtle River) does not assume responsibility for injury to trip participants and their belongings. In acknowledgement of this we require that each participant voluntarily read, sign, and return this form to our office before the river trip.

1. Release and Assumption of Risk

I, the undersigned, hereby acknowledge that I have voluntarily chosen to participate in this whitewater rafting trip with Turtle River. I understand and acknowledge that a whitewater rafting trip is an outdoor activity with inherent risks and hazards where serious accidents can occur causing bodily injury, loss of life, and property damage. These risks and hazards include, but are not limited to: loss of control of the raft; collision with other participants, the interior of the raft, other rafts, or natural obstacles; submersion in water; drowning; encounters with wildlife; exposure to extreme temperatures and inclement weather; accident or illness in remote places without immediate medical attention.

I understand that Turtle River provides foot cups in its self-bailing rafts. Although foot cups assist participants in stabilizing themselves, their use may present an increased risk of injury because of their restrictive nature and that the use of foot cups is voluntary.

I understand that I am to be financially responsible for any medical treatment and/or necessary emergency evacuation resulting from my participation in this activity.

I am in good health and believe that I am capable of meeting the physical requirements of this activity.

I voluntarily agree to accept all risks involved with this whitewater rafting trip and to release and hold harmless Turtle River, its owners, officers, agents, and employees for any and all claims of liability involving any incident causing bodily injury, death, or property damage arising from my participation in this activity.

I further agree that the venue for any dispute that may arise out of this agreement or otherwise between the parties to which Turtle River or its agents is a party shall be the County Court of Siskiyou, California.

2. Minors

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 his/her behalf. In addition, in my absence or unavailability, I give Turtle River, its employees and associates permission to provide standard first aid care or arrange transportation to a medical facility for said minor in case of illness or injury.

I understand that I am to be financially responsible for any medical treatment and/or necessary emergency evacuation resulting from the participation of said minor in this activity.

3. Limitation of Responsibility of Turtle River for Common Carriers

Turtle River is not acting as an agent for the participant in any arrangement for the services of common carriers (airlines, buses, trains, etc.) and assumes no liability or responsibility for any damages, injuries, fatalities, losses, or delays due to any cause whatsoever.

Turtle River operates vehicles for the use of its employees and equipment and assumes no liability or responsibility for any damages, injuries, fatalities, losses, or delays should it become necessary for the participant to be transported in said vehicles.

Please do not alter or sign this release if you do not understand or agree with the terms.

Parents or legal guardians: Please have minors sign for themselves in addition to your signature.

River Trip: _____ Starting Date: _____ for _____ days

Participants Name: _____ Signature: _____ Date: _____

SIGNATURE of PARENT or GUARDIAN (If participant is under 18): _____