

River Dancers Participant's Risk Agreement and Liability Release

RIVER DANCERS 302 Terry Lynn Mt. Shasta, CA 96067 | 800.926.5002 | rafting@riverdancers.com

Please complete one form for each trip participant and send to us before your trip date

Welcome to a River Dancers river trip. We, River Dancers, its owners, agents, employees, other participants, and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as "River Dancers"), see your safety first and enjoyment as paramount goals. For nearly 20 years we have been successful and have offered a most reasonable effort to protect you, your children and your belongings. In consideration of the services of River Dancers, I agree that the sport of whitewater rafting and kayaking has inherent risks, which are too numerous to enumerate fully and further acknowledge that River Dancers has a challenging and sometimes difficult job to perform. We are not infallible. Instructors and guides may not be aware of a participant's fitness or abilities. They may misjudge the weather, the elements or the terrain, we may not give sufficient warnings or instructions, and the equipment being used may malfunction.

1. I acknowledge these risks which include but are not limited to: 1) weather conditions that may change quickly, including wind, lightning, fog and excessive heat and sun; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 4) my own physical condition and my own acts or omissions; 5) the consumption of tainted food or drink during the trip, including exposure to polluted or contaminated water; 6) my own and other participants' attempts to exceed his/hers skills and/or behave in a reckless manner; 7) my own failure or that of other participants to follow the safety maintenance of River Dancers' facilities and equipment; 8) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by River Dancers; 9) vehicular or pedestrian accident while being transported or walking to or from River Dancers' staging area; 10) error or negligence on the part of River Dancers and its instructors, guides and employees, including insufficient instruction or assistance; and 11) loss of control of raft or kayak, collisions with people or things.

It is understood that this release extends to all the enumerated risks as well as those that might be expected, even though unanticipated in connection with the sport of whitewater rafting and kayaking, including exposures from swimming, hiking, insects, plants, wildlife, camping etc.

2. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks and hereby acknowledge, and expressly agree and promise to accept and assume all risks existing in this activity.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless River Dancers from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of River Dancers' equipment or facilities, including any such claims which allege error, negligent acts or omissions of River Dancers.

4. Should River Dancers or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce and/or defend this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that the State of California shall apply rather than the law of any other state or jurisdiction. Further, any legal action resulting from my participation in this activity shall be brought only in Siskiyou County, California. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

5. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself or children. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

6. I acknowledge outdoor activities, including instruction, entail known and inherent risks, as well as unknown/unanticipated risks which could result in serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties and my own or others' property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

By signing this document, I, as an individual and/or on behalf of any and all minor children listed, agree to be bound to the following. I acknowledge that if I am hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against River Dancers on the basis of any claim from which I have released it herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Date..... River.....Printed name.....

if under 18, signature

Signature..... of parent or legal guardian.....

Mailing address.....City.....State.....Zip.....

Telephone..... cell..... email.....

Medical conditions or food allergies.....