

Tributary Whitewater Tours LLC

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

This is a release. Read it carefully before signing. This release essentially states that I know I am going on a whitewater rafting trip in a wilderness/outdoor environment. As a result of the inherent risks 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 **Tributary Whitewater Tours LLC**, its owners, officers, agents, employees, other participants and associates including the State of California, its Dept. of Parks & Recreation, the US Bureau of Reclamation, Pacific Gas and Electric Company, Placer County Water Agency and the Sacramento Municipal Utility District (hereinafter referred to collectively as **Tributary Whitewater Tours**) to be legally responsible or pay for any damages.

ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS: I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this whitewater rafting trip with **Tributary Whitewater Tours**. 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 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, falls in, out, or about the raft, collision with other participants, equipment, other rafts, rocks, trees, and any 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; and (8) unavailability of immediate and appropriate medical attention in case of injury.

I further understand and acknowledge that **Tributary Whitewater Tours** provides foot cups in some of its boats to assist participants in stabilizing themselves. The use of foot cups may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. **Use of foot cups is totally voluntary. I also** 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 **Tributary Whitewater Tours** allowing me to participate on this trip, I voluntarily agree to release, discharge, and hold harmless **Tributary Whitewater Tours** for any and all claims of liability 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 expressly agree to release and discharge **Tributary Whitewater Tours** from any act or omission of 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 Tributary Whitewater Tours, even if they negligently or by some other act or omission cause the injury or damage.**

I further agree, to hold harmless, defend, and indemnify **Tributary Whitewater Tours** 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 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 **Tributary Whitewater Tours** 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 sole responsibility of the participant and not that of **Tributary Whitewater Tours**. **Personal medical and travel insurance is strongly advised for all participants.**

Tributary Whitewater Tours reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of **Tributary Whitewater Tours** while on this trip. I also certify that I and any minor whose behalf I am signing, are physically and mentally capable of participation in these activities. I hereby represent that I have informed **Tributary Whitewater Tours** of any pertinent medical conditions that may affect my or the minor's participation in these rafting activities. I hereby agree that **Tributary Whitewater Tours** may use film or photographic records of this rafting trip for its promotional and/or commercial purposes. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which **Tributary Whitewater Tours** or its agents is a party shall be either the City of Grass Valley, California Justice Court or the County or State Supreme Court in Nevada County.

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 AND Tributary Whitewater Tours, THEIR OWNERS, OFFICERS, AGENTS, AND EMPLOYEES, AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIONS OR STATEMENTS BY Tributary Whitewater Tours OR BY THE UNDERSIGNED. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

Name: _____ Date(s) of Trip: _____ River: _____

Please Print Clearly

Address: _____ Group Name: _____

City, State: _____ Zip _____ Date: _____

Telephone: (_____) _____ Signature: _____ Youth Age: _____

(Signature of Legal Guardian if Participant is Under 18 Years of Age)

Please complete and either mail to be received prior to trip or bring completed form(s) with you. PLEASE DO NOT FAX. Thank You.