

# Whitewater Excitement Unlimited, Inc.

## Release of Liability and Assumption of Risk Agreement

This is a release. Read it carefully before signing. This release essentially states that I know that I am going on whitewater rafting trip in a wilderness/outdoor environment – not on an amusement park ride or to an air-conditioned shopping mall. 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 Whitewater Excitement Unlimited, Inc., its owners, officers, agents, employees, associates, the State of California, its Department of Parks and Recreation, the US Bureau of Reclamation, Pacific Gas and Electric Company, Placer County Water Agency, and Sacramento Municipal Utility District (hereinafter referred to collectively as Whitewater Excitement) to be legally responsible or pay for any damages.

**ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS:** I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this whitewater rafting trip with Whitewater Excitement. 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, inflatable kayak, or any 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, 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) judgement, 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 Whitewater Excitement provides foot cups in some of its rafts 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 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 Whitewater Excitement allowing me to participate on this trip, I voluntarily agree to release, discharge, and hold harmless Whitewater Excitement and 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 Whitewater Excitement from any act of omission of negligence in rendering or failing to render any type of rescue or medical services. **In signing this document, I fully recognize and understand that if I (or any minor of 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 Whitewater Excitement, even if they negligently or by some other act omission cause the injury or damage.**

I, HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST THE US DEPARTMENT OF THE INTERIOR-BUREAU OF RECLAMATION ("US 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 THE PERMITTEES EQUIPMENT, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF PERMITTEE AND/OR STATE AND/OR US GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY PERMITTEE, STATE AND US 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 US GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT.

I further agree, to hold harmless, defend, and indemnify, Whitewater Excitement 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 under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course or 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 Whitewater Excitement permission to treat said minor in cause 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 Whitewater Excitement. Personal Travel and Medical insurance is strongly advised for all participants. Whitewater Excitement has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of Participant, or other participants, for the activities. Client, and the parent or guardian of a minor participant, accepts full responsibility for determining Participant's medical, physical or other qualifications or suitability for participating in whitewater rafting activities.

Whitewater Excitement reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and the instructions of Whitewater Excitement 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 Whitewater Excitement of any pertinent medical conditions that may affect my or the minor's participation in these rafting activities. I hereby agree that Whitewater Excitement may use film, voice, 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 Whitewater Excitement or its agents is a party shall be either the city of Auburn Justice Court or the County or State Supreme Court in Placer 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 WHITEWATER EXCITEMENT, THEIR OWNERS, OFFICERS, AGENTS, AND EMPLOYEES AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIVES OR STATEMENTS BY WHITEWATER EXCITEMENT OR BY THE UNDERSIGNED. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCPETANCE OF ALL THE PROVISIONS IN THIS REALEASE AND MY AGREEMENT TO BE BOUND BY THEM.**

ALL PARTICIPANTS MUST FILL OUT THIS ENIRE FORM. WE WILL HAVE EXTRA FORMS AT THE RIVER CHECK IN. All Trip Leaders with children 17 years and under must have a form signed by the minor's parent prior to participating in this rafting trip. Children under 7 ½ years of age are not able to participate in this activity with Whitewater Excitement. Questions about minors participating or this form, please call our office at 800-750-2386. PLEASE PRINT CLEARLY, as we use this list for our Preferred Guest Discount and you must be in our database to receive this discount. Thank You

Please Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_ PARENTS OF 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 WWE to participate in its activities, I further agree to indemnify and hold harmless WWE and Agencies from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.*

Signature of Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE FILL OUT THE APPLICATION FORM ON THE OTHER SIDE**

**Whitewater Excitement, Inc. California River Rafting**

**Registration / Medical Information Sheet**

The purpose of providing the following information is to help us in the case of an emergency. Please fill out completely. List anything, which may help us in case illness or injury should occur.

**Please fill out neatly and completely.**

Participant Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Date of Birth \_\_\_\_\_

Date of Trip: \_\_\_\_\_ River Trip: \_\_\_\_\_

Phone Day \_\_\_\_\_ Ext \_\_\_\_\_

Eve \_\_\_\_\_ Cell \_\_\_\_\_

E-Mail \_\_\_\_\_

Enter to win a FREE One Day Trip for 2 by subscribing to our Monthly Rafting eNewsletter!

**Yes, please sign me up for the Monthly Rafting eNewsletter.** You can unsubscribe any time.

Once a month you will receive our Rafting eNewsletter. It gives you information about the rivers, new trip offerings, and the first opportunity to get in on some special offerings and discounts. Your e-mail address will not be given, loaned, sold or shared ever.

Do you have any physical condition which might affect your safety or health on the trip? Yes No

If yes, please explain: \_\_\_\_\_

Please list any medications you are presently taking (including regularly taken over the counter medication):

\_\_\_\_\_

Please note any history of serious illness (diabetes, epilepsy, heart condition), previous injuries, or allergies (hay fever, bee stings, medications) \_\_\_\_\_

Do you carry Medical Insurance? Yes No

If so, Insurance Company or Provider: \_\_\_\_\_ Medical # \_\_\_\_\_

Emergency Contact : Name \_\_\_\_\_

Phone ( ) \_\_\_\_\_

**Important Note:** We are not qualified to evaluate your physical, medical, and/or readiness to participate in any Whitewater Excitement, Inc. activity. If you do have a medical and/or physical condition, please consult with your physician as to whether or not you are to participate.

**PLEASE TURN THIS IN AT THE RIVER CHECK-IN AREA THE MORNING OF YOUR TRIP!**