

**AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY**

*Please read this contract carefully.*

*It releases Whitewater Excitement Unlimited, Inc. from liability and waives certain legal rights.*

In consideration of being permitted to participate in a river trip with Whitewater Excitement Unlimited, Inc. ("Whitewater Excitement"), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in a river trip with Whitewater Excitement (hereinafter the "Activity") can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by Whitewater Excitement, the presence of which are integral to the adventurous nature of the Activity. I understand and agree that the following list of inherent dangers and risks that could cause physical or emotional injury or death is not exhaustive – there are many other dangers or risks associated with the Activity not listed below: 1) **Risks associated with boating and being in or around water**, including: falling into water; water immersion including drowning; jolting or jarring resulting in contact with hard objects including oars, your own paddles or those of other participants, boating equipment, the body parts of other participants, and rocks; injurious contact with natural and man-made objects; capsizing boats; becoming tangled in ropes; getting trapped or caught beneath an overturned boat; foot entrapment; trapped limbs; striking and/or becoming entangled with strainers or other objects under the surface of the water; hypothermia; physical over-exertion; mental or physical shock; boating equipment malfunction; slipping, tripping or falling around or from boats; burning associated with hot surfaces and sun; and errors in guide judgment, or lapse in guide skill. 2) **Risks associated with transport in a motor vehicle**, including: all commonly understood risks of traveling in a vehicle on highways and/or dirt or gravel roads; and lapse in driver judgment or skill. 3) **General risks associated with hiking, camping and extracurricular activities on a watersports trip and being on an outdoors trip with other participants and relying upon guides**, including: rough trail; slipping, tripping or falling; allergen exposure; exposure to poisonous plants; exposure to dangerous wildlife or insects; bee stings; snake bites; bodily failure while carrying heavy objects; flying man-made objects such as balls, frisbees, gear, or equipment; falling or slipping into river while on shore; falling trees; moving objects associated with extreme weather; wind; hail; lightening; temperature fluctuations; extreme or partial darkness; flash flood or major water fluctuations due to dam operations or breach; wildfire or uncontrolled camp fire; food-borne, water-borne, or airborne bacteria, virus, or pathogens (including but not limited to contraction of COVID-19); cooking related dangers; exposure to food allergens; exposure to food or liquid burns; landslides; rock-fall; mudslides; dangerous water crossings; all manner of outdoor injuries including brain injury, spinal injury, broken bones, burns, internal injury, sickness or disease, hypothermia, sunburn, heatstroke, dehydration, hyponatremia, and high altitude injury; mentally or physically unstable or criminal trip participants; negligence by trip participants; getting lost; errors in guide judgment or lapse in guide skill; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; and mental, physical, or emotional injury or distress from exposure to any of the inherent risks listed herein. I understand that Whitewater Excitement has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

**3. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with Whitewater Excitement the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I have been informed of the increased risk associated with running higher classes of whitewater, particularly Class IV and V whitewater, and of the changing nature of such risk as water levels change. I understand that I am responsible for truthfully disclosing and notifying Whitewater Excitement of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume alcohol or drugs during my trip, I will bear sole responsibility for myself and for any damages I may cause to Whitewater Excitement, its property or to other guests. I am not relying on any prior oral, written, or visual representations made by Whitewater Excitement, including in any website or promotional materials, to induce me to go on any adventure activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for Whitewater Excitement's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE WHITEWATER EXCITEMENT UNLIMITED, INC.**, its affiliated companies and subsidiaries, or any of its respective successors in interest, affiliated

organizations and companies, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, members, and shareholders; the State of California, Department of Parks & Recreation; and the US Bureau of Reclamation (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not including gross negligence or intentional conduct).

**5. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against released parties, undersigned will be required to pay back to the released parties all sums of money incurred by, or paid by or on behalf of, any of the released parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

**6. Medical Authorization:** I hereby: 1) authorize the Released Party to undertake any emergency medical care for me; 2) authorize the Released Party and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold the Released Party harmless from any claims associated with such medical care and/or related transportation.

**7. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant.

**8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

**9. Agreement to Application of California Law and Selection of Forum:** I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by California law, and that the exclusive jurisdiction for any claim shall be in the Superior Court of California, El Dorado County, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

**10. Miscellaneous Provisions:** I agree that Whitewater Excitement may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of Whitewater Excitement. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that Whitewater Excitement is not a common carrier.

**I HAVE CAREFULLY READ THE FOREGOING TWO PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Date

If signing on behalf of a minor, printed full name of minor Participant: \_\_\_\_\_