

River Runners, Inc: Waiver of Liability and Release, Express Assumption of Risk, and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in river trips and excursions offered by **River Runners, Inc.** on the **South, Middle, and North Forks of the American Rivers**. Some risks are intrinsic to whitewater river running or water sports generally; other risks are inherent in outdoor activities, wilderness travel, camping, or picnicking; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by employees of River Runners, Inc., El Dorado County, the State of California, or any other person.

Since all river trips are dangerous, and in consideration of being allowed to participate in these whitewater activities, I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST **RIVER RUNNERS INC.**, EL DORADO COUNTY, THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION AND ITS OFFICERS, AGENTS AND EMPLOYEES, THE BUREAU OF RECLAMATION AND ITS OFFICERS, AGENTS AND EMPLOYEES, ARISING AS A RESULT OF MY PARTICIPATION IN THESE ACTIVITIES, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF ANY AFOREMENTIONED ENTITY IS NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY THE AFOREMENTIONED ENTITIES FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF ANY AFOREMENTIONED ENTITY IS NEGLIGENT OR OTHERWISE AT FAULT.

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in the whitewater activity or trip, even if it occurs as a result of the negligence of Releasees or defects in equipment, (2) absolve and release Releasees from the consequences of their negligence, including, without limit, rescue efforts, and defects in equipment, and (3) will protect, hold harmless, indemnify and defend Releasees against any; legal actions or other claims from damages arising from my actions. I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.

I understand that certain minimum skills, capabilities, and physical and mental health and fitness are required in order to participate in dangerous activities like river running. I warrant that I possess these. I agree to wear a properly fastened personal flotation device (life jacket) at all times while on or in a boat, scouting rapids, or on or in the water, and to wear such other safety equipment as may be provided to me by River Runners, Inc. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not those of Releasees or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that Releasees have not made representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Releasees including, as applicable, their agents, employees, officers, directors, and shareholders.

Name: _____

Names of accompanying **minors** who you are signing for: _____

Signature: _____

Date: ____ / ____ / ____

Email address (to receive our newsletters): _____