

KLAMATH RIVER OUTFITTERS

92520 Highway 96
Somes Bar, CA 95568

RAFT TRIP AGREEMENT AND RELEASE OF LIABILITY

I HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in a rafting trip with Klamath River Outfitters. I am aware that rafting is a risky and hazardous activity, involving risk of serious injury or death, and am voluntarily participating in these activities with knowledge of the danger involved and hereby agree to accept any and all risks of injury, death, or property damage. In consideration of being permitted to participate in the raft trip, I agree that I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Klamath River Outfitters, its agents, representatives, successors and/or assigns, individually or collectively, or the manufacturers of any of the rafting equipment that it uses (hereafter all of the released individuals or entities are referred to as Klamath River Outfitters) for injury or damage resulting from the negligence, acts, representations, or omissions, however caused, of Klamath River Outfitters as a result of my participation in the raft trip. For purposes of this Agreement, negligence includes but is not limited to failure by Klamath River Outfitters to adequately supervise and control any of the participants on the trip. In addition, I hereby release and discharge Klamath River Outfitters from all actions, claims, or demands I, my heirs, distributees, guardians, legal representatives, or assigns may now have or may hereafter have for injury or damage resulting from my participation in the raft trip.

AS FURTHER CONSIDERATION I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Klamath River Outfitters from any loss, liability, damage, or cost that it may incur in the event of injury or damage to me while participating in the raft trip. Specifically, I agree to pay and indemnify Klamath River Outfitters for any claims that they must pay, and attorney's fees and costs they must incur, as a result of indemnification through a cross-complaint, for a subrogation action by my insurance company or the insurance company or the insurance company of somebody else, or otherwise as a result of any claim by me against any person or entity other than Klamath River Outfitters for injury or damage sustained by me while participating in the raft trip.

AS FURTHER CONSIDERATION, I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE to me caused by the negligence of Klamath River Outfitters or otherwise while participating in the raft trip.

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT RAFTING IS A RISKY ACTIVITY AND INVOLVES RISK OF SERIOUS INJURY AND/OR DEATH, DEATH AND/OR PROPERTY DAMAGE. I FURTHER EXPRESSLY AGREE that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion, clause or subclause hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I FURTHER EXPRESSLY ACKNOWLEDGE THAT IN ABNORMALLY high or low river flows, the river may be more difficult than described in the Klamath River Outfitters brochure under normal conditions. I further expressly acknowledge that I am familiar with the skills required to participate in a raft trip on the river I select and given its degree of difficulty at present river flow and I recognize the strenuous aspects of this sport and that it involves possibly swimming through swift currents or/and dangerous rapids. I hereby attest that I am capable of participating in this activity.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements, inducements apart from the foregoing written agreement have been made. I FURTHER ACKNOWLEDGE THAT KLAMATH RIVER OUTFITTERS CARRIES LIMITED GUEST MEDICAL INSURANCE THAT MAY BE AVAILABLE if I require medical attention resulting from injury sustained by me while in the custody of Klamath River Outfitters but only if my medical costs EXCEED my own medical insurance. My permission is hereby given for photographs of me taken at Klamath River Outfitters activities to be used in Klamath River Outfitters publicity and promotional literature.

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WHILE THE SIGNATURE OF A PARTICIPANT UNDER 18 YEARS OF AGE ALONE WILL MAKE THIS AGREEMENT AND RELEASE OF LIABILITY BINDING UPON SUCH PARTICIPANT, FOR THE BENEFIT OF KLAMATH RIVER OUTFITTERS THE SIGNATURE OF THE PARENT OR GUARDIAN IS REQUESTED, TOO.

I AGREE TO THE ABOVE:

SIGNATURE

DATE

NAME, PRINT LEGIBLY

ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE

AS PARENT OR GUARDIAN OF A PARTICIPANT UNDER 18 YEARS OF AGE, I HAVE READ AND VOLUNTARILY AGREE AND CONSENT TO THE FOREGOING ON BEHALF OF THE PARTICIPANT AND MYSELF:

DATED

SIGNATURE OF PARENT/GUARDIAN

**RETURN THIS, SIGNED, TO THE HEAD GUIDE BEFORE BOARDING
SHUTTLE VEHICLE OF RAFT**