

*River Trail Guides Agreement for Participants Release & Discharge,
Acceptance of Responsibility & Acknowledgment of Risks:
This Document Affects your rights please read and sign.....*

On This Date _____ Name: _____

I, The above-named person being above age eighteen, or the legal guardian of the above-named person who is under 18, in consideration of the services of River Trail Guides the rate charged for those services, and the right to engage in this event as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with River Trail Guides and all other persons or entities, and release and discharge River Trail Guides and all other persons or entities, on behalf of myself, my heirs, assigns, personal representative and estate as follows:

ACKNOWLEDGMENT OF RISKS

I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risk and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. I understand and acknowledge those risks may result in personal claims against River Trail Guides or claims against me by spectators or other third parties. Among these risks are the following:

- (1) the nature of the activity itself [particular risks of activity];
- (2) the acts or omissions, negligent in any degree, of River Trail Guides, its agents or employees, and other persons or entities;
- (3) latent or apparent defects or conditions in equipment, or property supplied by River Trail Guides, or other persons or entities;
- (4) use or operation, by myself or others, of equipment supplied by River Trail Guides, or other persons or entities;
- (5) acts of other participants in this activity, employees and agents of River Trail Guides, or other persons;
- (6) weather conditions;
- (7) contact with plants or animals;
- (8) my own physical condition, or my own acts or omissions;
- (9) condition of roads, trails, waterways or terrain, and accident connected with their use;
- (10) first-aid, emergency treatment or other services rendered;
- (11) consumption of food or drink;
- (12)[behavior, death or disease of animals.]

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness or disease, or damage to myself, to my property or to spectators or other third parties. I expressly accept those risks not specifically listed above as well.

ACCEPTANCE OR RISK AND RESPONSIBILITY

Being aware that this activity entails risk or injury to myself and a risk or injury to spectators or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself or to my property arising from my participation in this activity. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to spectators or third parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.

RELEASE

I hereby voluntarily release and forever discharge River Trail Guides, its agents and employees, and all other persons or entities from and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of River Trail Guides, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property.

I further agree, promise and covenant to hold harmless and indemnify River Trail Guides, its agents or employees, and all other persons or entities from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this event.

** I have read this page, and initial to show that I understand and agree: _____

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against River Trail Guides, its agents or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to my self or to my property, arising from or connected with my participation in this activity or from any claim asserted against me by spectators or third parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST RIVER TRAIL GUIDES, OR ITS OFFICERS, AGENTS, OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE THE BODILY INJURY OR PROPERTY DAMAGE.

ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against River Trail Guides, its agents or employees, and other persons or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions, negligent in any degree, of River Trail Guides, its agents or employees, and all other persons or entities.

I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and legal liability for the claims or other legal demands, including defense cost, which may be asserted by spectators or other this parties against me as a result of my participation in this event.

PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITION

I understand and acknowledge that no major medical insurance benefits will be provided to me during this event. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable or personally paying for any and all such expenses or liability.

Are there any physical or mental conditions for which you have received medical treatment or for which you are currently receiving medical treatment? If so, please describe those conditions below:

ENTIRE AGREEMENT

I understand that this is the entire Agreement between myself and River Trail Guides, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of River Trail Guides or by me.

My signature indicates that I have read this entire document, understand it completely, and agree to be bound by its terms.

DATE: _____ SIGNATURE OF PARTICIPANT:

: _____

SIGNATURE OF PARENT OR GUARDIAN (IF UNDER AGE 18):

Contact:

River Trail Guides

1302 Piper Lane,

Eugene Oregon 97401

541-228-4084

info@rivertrailguides.com _____