

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Always Rafting and Kayaking, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ARK"), I hereby agree to release, indemnify, and discharge ARK, on behalf of myself, my children, my parents. My heirs, assigns, personal representative and estate as follows:

1. I acknowledge that rafting, kayaking, and stand up paddleboarding on rivers entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: whitewater rapids will be encountered. Boats could turn over or I could be "washed" overboard. I can slip or fall during a hike, resulting in damage to equipment or personal injury. Accidents can occur getting on and off the boat. Boats are slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death and accidental drowning is also a possibility.

Furthermore, ARK guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this guided or rental activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ARK from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ARK's equipment, or facilities, including and such Claims which allege negligent acts or omissions of ARK.

4. Should ARK or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against ARK, I agree to do so solely in the state of Utah, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ARK on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Print Name: _____

Address: _____

Phone: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of _____ (print minor's name) ("Minor") being permitted by ARK to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ARK 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.

Parent or Guardian: _____

Print Name: _____ Date: _____

