

**WHITEWATER KAYAKING**  
**PARTICIPATION AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of Always Rafting & 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 representatives, and estate as follows:

- I do hereby attest that I have, at minimum, moderate kayaking experience, that I can maneuver a kayak with skill and intention, and I am physically capable of performing the necessary actions required to rapidly and safely navigate a self-propelled kayak in, amongst, and around obstacles in a fast-flowing current with rapids up to Class III at least.
- I agree to follow all instructions and advice of the guide so far as absolutely possible. I further acknowledge that while following the instructions and advice of the guide I must at all times read the conditions of the river with relation to my specific positioning and skill level, and do hereby agree that whatever course of action I may take in the river, that it will be what I consider to be the best course of action for my specific circumstances, and do hereby accept full responsibility for those actions and their consequences intentional or otherwise.
- I acknowledge that kayaking, like any other adventure activity, entails inherent, known, and anticipated risks which could result in physical or emotional injury or damage to myself, to property, or to third parties, and in extreme cases, death. Some risks may include, but are not limited to, slipping/falling on or near the boat/river, boat capsizing, myself or my property being "washed" overboard, and property could be lost to the river.
- I know that inherent to this activity is being exposed to nature and the outdoor elements, and I certify that I have taken any necessary precautions to protect myself from said elements.
- I understand that while the equipment is inspected frequently, due to the rigorous nature of this activity, the equipment may fail or malfunction.
- I expressly agree and promise to accept and assume all of the risks associated with this guided activity or rental. I am willingly and of my own accord, with full knowledge and understanding of such inherent risks, paying to participate in these activities in spite of the risks, and 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, facilities, or on the premises of or in the care of ARK, including but not limited to any cases or claims of negligence or acts of omission against ARK.
- Should ARK or anyone acting on their behalf be required to incur attorneys' fees and associated costs to enforce this agreement, I agree to pay said fees, and reimburse any incidental and/or associated fees and costs.
- I understand that pictures may be taken of me and my group, and I agree to allow ARK and their affiliates to use my likeness for promotional purposes, or to sell my likeness to public or private parties and I hereby forfeit my right to compensation now or in the future for the use of my likeness.
- In the event that I file a lawsuit against ARK, I agree to do so solely in the state of Utah, and I agree that the substantive law of the state of Utah shall apply in that action without regard to the conflict of law rules of that state.
- I certify that I have adequate insurance to cover any injuries or damage that may be sustained by myself or that I may inflict on others while participating in this activity, or else I agree to bear the costs of such injury or damage.

- I understand the weight restrictions associated with this activity and further certify that I have no medical or physical conditions or impairments, or health issues, that may endanger myself or others, directly or indirectly, while performing this activity.
- I do hereby agree that if at any time during the kayaking experience the guide, at their sole discretion, determines that I am, for any reason, unfit to participate in this activity, that the guide can direct me to the side of the river and the activity will be over and I will not be entitled to any full or partial refund.
- I understand that should any part of this agreement be deemed unenforceable that the rest of this agreement shall remain in full force.

By signing this document, I acknowledge that I am waiving my right to any kind of legal action against ARK in the event of any injury or property damage. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions of the agreement shall remain in full force and effect.

I have had sufficient opportunity to read this entire agreement and fully understand and accept the terms and conditions stated herein.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

In consideration of the minor(s) listed below 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 for any and all claims which are brought against ARK by, or on behalf of, said minor(s). I assume full responsibility and liability for said minor(s) and certify that I am legally permitted to do so.

Name(s) of Minor(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_