

# ASSUMPTION OF RISK

## For participation with High Desert River Outfitters



### Section 1

**A .** The risk of injury from the activities involved in a High Desert River Outfitters (hereafter referred to as . HDRO .) river rafting trip is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and I understand that,

**B .** Damage to or loss of property, personal injury or fatality may occur due to the capsize of a raft, kayak or other water craft, collision of a raft, kayak or other vessel with a vehicle, bridge, other water craft, rock, log, tree, or other object in the river or on shore. Damage to or loss of property, personal injury or fatality may occur due to falling into or from a raft, kayak or water craft, prolonged submersion in water, or falling while hiking or walking on shore on and/or off established trails and paths. Damage to personal property may occur due to leaking or improperly sealed bags or containers. Damage to or loss of property, personal injury or fatality may occur due to immersion in cold water and hypothermia (significant loss of body heat), entrapment in or under the water due to a rock, tree, water craft, loose equipment, river current or other object in the water, collision while swimming in swift or calm water with a rock, tree, water craft or other man-made or natural object in the water or on shore. Damage to or loss of property, personal injury, illness or fatality may also occur due to the presence of water-borne parasites, bacteria or pollutants and/or exposure to temperature extremes, solar radiation or inclement weather. Damage to or loss of property, personal injury or fatality may also occur due to vehicle accident while riding in vehicles operated by HDRO , its agents, employee or associates. Furthermore, I understand that advanced medical care, medical facilities, and the availability of physicians and/or nurses, in the event of an accident or illness in remote places may be absent or substantially delayed. I understand that HDRO does not carry satellite phones or radios and that cellular service is rarely available in the areas where HDRO operates and that immediate communication with advanced medical personnel and/or government authorities is rarely possible; and,

**C .** In consideration of and as part of payment for the right to participate in HDRO trips or tours and the services and food arranged for me by HDRO and its agents and associates, I certify that I have the necessary skills and ability to participate in this activity, and do voluntarily participate in this river trip and the related activities with knowledge of the dangers and risks involved, both known and unknown. By my signature below, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION; AND, I accept and assume responsibility for myself for injury, death and loss of or damage to personal property and expenses thereof as a result of my willful & wanton participating in this activity except to the extent such damage or injury may be due to the negligence of HDRO. I hereby agree to assume all responsibility for myself and my property and hereby release and discharge HDRO and its officers, directors, stockholders, employees, representatives, sub contractors and agents from all claims, demands, and rights or causes of action for injuries or damages of any description which may occur as a result of my participation on this HDRO trip.

### Section 2

**A .** HDRO and/or its associates and employees act only as agents for the client in making arrangements for trips and/or travel services with common carriers or other outfitters and/or guide services and for vehicle shuttle services, and accepts and assumes no liability or responsibility whatsoever for any damages, injuries, fatalities, losses, or delays due to any cause whatsoever, whether to person or property in connection with such services and/or arrangements. HDRO shall not be held responsible for any act, omission, or event during the time participants are aboard airlines, trains, buses, vans, or other common carriers or private passenger cars which are not operated by HDRO and each trip member hereby agrees to release HDRO from any and all liability in

connection therewith. Participants are strongly advised to have personal medical insurance, along with baggage and camera insurance. It is understood that if emergency rescue evacuation should become necessary, the expenses are the sole responsibility of the participant and not that of HDRO. HDRO reserves the right to accept or decline service to any person

**Section 3**

**A .** I hereby agree to permit HDRO employees and other guests to take photographs and make film records of the trip without further recourse or compensation to me. I understand and agree that such photographs and/or film records may be used for commercial and/or promotional purposes. I HAVE READ THIS ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

NAME OF PARTICIPANT \_\_\_\_\_

AGE \_\_\_\_\_ TRIP/DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE OF PARTICIPANT

\_\_\_\_\_

DATE \_\_\_\_\_

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Under age 18 at time of Registration)

I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her assumption of risk as provided above.

PARENT/GUARDIAN \_\_\_\_\_

RELATIONSHIP TO MINOR \_\_\_\_\_

PARENT/GUARDIAN'S SIGNATURE \_\_\_\_\_

DATE SIGNED \_\_\_\_\_