

**AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY**

*Please read this contract carefully. It releases O.A.R.S. West, Inc. and other entities from liability and waives certain rights.*

In consideration of being permitted to participate in an adventure trip with O.A.R.S. West, Inc. ("O.A.R.S."), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in an adventure trip with O.A.R.S. (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by O.A.R.S., the presence of which are integral to the adventurous nature of the Activity. The following list of dangers and risks that could cause physical or emotional injury or death is not exhaustive – I understand that there are many other dangers or risks associated with the Activity not listed below: 1) Risks associated with boating and being around or in water, including: falling into water; water immersion including drowning; jolting or jarring resulting in contact with hard objects including rocks and boating equipment; capsizing boats; becoming tangled in ropes; foot entrapment; trapped limbs; striking objects under the surface of the water; motorized equipment malfunctions, including fire or explosion; hypothermia; physical over-exertion; mental or physical shock; boating equipment malfunction; slipping, tripping or falling around or from boats; burning associated with hot surfaces and sun; and errors in guide judgment, or lapse in guide skill. 2) Risks associated with transport in a motor vehicle or aircraft, including: all commonly understood risks of riding in a vehicle; risks associated with riding in a vehicle in remote terrain on backcountry or 4-wheel drive roads; risks associated with approaching, entering, and riding in aircraft; and lapse in driver, guide or pilot judgment or skill. 3) Risks associated with camping or extracurricular activities on a watersports trip, including: slipping, tripping or falling; allergen exposure; exposure to dangerous wildlife or insects; bodily failure while carrying heavy objects; flying man-made objects such as balls, frisbees, gear, or equipment; falling trees; moving objects associated with extreme weather; hail; lightning; flash flood; wildfire or uncontrolled camp or kitchen fire; food-borne bacteria or virus; water-borne bacteria or virus; kitchen or cooking related dangers; landslides; rock-fall; mudslides; avalanche; and dangerous water crossings. 4) Risks associated with being on an outdoors trip with other participants and relying upon guides, including: mentally or physically unstable or criminal trip participants; negligence by trip participants; all manner of outdoor injuries including brain injury, spinal injury, bone breaks, burn, internal injury, sickness or disease, hypothermia, heatstroke, dehydration, hyponatremia, and high altitude injury; getting lost; errors in guide judgment or lapse in guide skill; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; and inadequate or malfunctioning equipment. I understand that O.A.R.S. has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the inherent and non-inherent risks of participating in the Activity.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

**3. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with O.A.R.S. the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I have been informed of the increased risk associated with running higher classes of whitewater, particularly Class IV and V whitewater, and of the changing nature of the risk as water levels change. I understand that I am responsible for truthfully disclosing and notifying O.A.R.S. of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I am not relying on any prior oral, written, or visual representations made by O.A.R.S. or any Released Party listed below in paragraph 4, including in any website or promotional materials, to induce me to go on any adventure activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for O.A.R.S.'s agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE** O.A.R.S., its affiliated companies and subsidiaries, or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders, the State of California, its Department of Parks and

