

Tour Code: \_\_\_\_\_

Booking # \_\_\_\_\_

**O.A.R.S. West, Inc.**  
**AGREEMENT AND INDEMNIFICATION**  
**PARENTAL CONSENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY**  
**AND EMERGENCY TREATMENT AUTHORIZATION**  
**MINOR NOT ACCOMPANIED BY ADULT**

**This is a waiver of certain legal rights. Please read carefully before signing.**

*[Signed "Participant Agreement, Release and Assumption of Risk" must be attached]*

"Activity" as used herein is a rafting trip on the South Fork of the American River.

"Minor" as used herein is \_\_\_\_\_ Age: \_\_\_\_\_  
(print name)

"OARS" as used herein, is O.A.R.S. West, Inc. its officers, agents, employees and stockholders and all other associated persons or entities.

"Release" as used herein, is the attached "Participant Agreement, Release and Assumption of Risk" with a separately signed indemnification agreement.

"Medical Professional" as used herein is any licensed physician, nurse or emergency medical technician.

In consideration of OARS permitting Minor to participate in the Activity, I agree as follows:

I represent that I am familiar with, and understand the nature of the Activity and I understand that it can be dangerous and involves many inherent and other risks which cannot be eliminated by reasonable care. There may be other risks not known to me or that are not readily foreseeable at this time. The social and economic losses and/or damages that could result from those risks could be severe and could permanently change Minor's future. I understand that OARS does not represent that the Activity is suitable, appropriate or safe for Minor and my decision to ask OARS to permit Minor's participation is based on my own investigation and not on any representation by OARS. I warrant that Minor's experience and capabilities qualify Minor to participate. I hereby relieve OARS from any duty to protect Minor from harm of any kind and agree that even if OARS chooses to implement safety procedures, such actions shall not alter the fact that OARS has no duty to protect Minor. I understand and agree that OARS is not responsible to provide, and will not provide, adult supervision or a chaperone for Minor.

I have read, understood and signed the attached Release with regard to Minor's participation, which is incorporated herein by reference. I reaffirm, make and enter into each and every representation, waiver, release and indemnification described in the attached Release on behalf of myself, Minor and any other parent or guardian of Minor, Minor's estate, heirs and assigns. I intend to give up my right, Minor's right and the right of any other parent or guardian to maintain any claim or suit against OARS arising out of Minor's participation, to the fullest extent permitted by law. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, and I agree to indemnify OARS for all liability arising out of any lack of authority on my part

to make such waivers and releases. Unless the signature of a “Second Parent or Guardian” is attached below, I represent and guarantee that no second parent or guardian with legal responsibility for Minor exists. I agree not to take any actions that would assist or cause Minor to invalidate, renounce, negate, revoke or disclaim any part of the Release or this agreement.

I understand the Activity can demand strenuous exertion which requires Minor be in good health. OARS may rely on Minor’s decisions for all purposes regarding Minor, as if such decisions were made by me. If OARS or Minor determines it is necessary, I authorize first aid, emergency evacuation and Medical Professionals’ treatment of Minor for sickness or injury. I understand that OARS does not provide evacuation or medical insurance. I authorize use of hospital or treatment facilities as is deemed necessary by a Medical Professional. I release and indemnify OARS, any Medical Professional and all persons connected with and providing care for Minor during the Activity and I further acknowledge and understand that I will be responsible for any and all rescue, evacuation, medical and related bills that may be incurred on behalf of Minor.

I represent that I have disclosed any medication to which Minor is allergic or medications that Minor is currently taking. I agree that Minor shall bring Minor’s medications and shall consume the prescribed dosage for such medications.

**I have carefully read this agreement, parental consent, release and waiver of liability, assumption of risk, indemnity agreement and emergency treatment authorization. I understand that by signing it I give up substantial rights I and/or Minor might otherwise have to recover damages for losses occasioned by OARS’ fault, and I sign voluntarily and without inducement or assurance of any nature. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid or unenforceable, the remainder shall continue in full force and effect.**

Trip Date: \_\_\_\_\_

Printed name of Parent or Guardian: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

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

Date: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Printed name of Second Parent or Guardian: \_\_\_\_\_

Signature of Second Parent or Guardian: \_\_\_\_\_

Address (if different): \_\_\_\_\_

Family Doctor: \_\_\_\_\_ Doctor’s Office Phone: \_\_\_\_\_

Medical Insurance Company \_\_\_\_\_ ID# \_\_\_\_\_