

Name _____ Tour Code: _____ Booking #: _____

Participant Agreement, Release and Assumption of Risk

In consideration of the services of O.A.R.S. West, Inc., its agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on its behalf (here in after collectively referred to as "OARS") and the State of California, its Department of Parks and Recreation, Placer County Water Agency, Sacramento Municipal Utility District and the Bureau of Reclamation, (hereinafter collectively referred to as "the government") and Pacific Gas and Electric Company, (hereinafter referred to as "PG&E"), I hereby release and discharge OARS, the government and PG&E, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that boating on rivers entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to third parties or to property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:**

I can be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some whitewater rapids. It is possible that I could be injured if I come in contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the boat. Boats could turn over or I could be washed overboard. I can slip or fall during a hike, resulting in equipment damage 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. Accidental drowning is also a possibility. I could be hurt by unanticipated movement of rocks, soil or trees. I may be exposed to environmental hazards, biting or stinging animal life and forces of nature. I understand the trip (including camping) may take place in rugged outdoor conditions that contain inherent dangers due to weather, back-country terrain, the river environment, local flora and fauna and distance from hospital facilities. Furthermore, guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of my 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 understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks. I am not relying on any oral, written or visual representations made by OARS, the government and/or PG&E, including those made in brochures or other promotional materials, to induce me to go on this whitewater rafting adventure.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless OARS, the government and PG&E 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 OARS, government and/or PG&E equipment or facilities, **including any such claims which allege negligent acts or omissions of OARS, the government and/or PG&E.**
4. 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 agree to bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. Should OARS, the government and/or PG&E or anyone acting on its or 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. In the event that I file a lawsuit against OARS, the government and/or PG&E, I agree to do so solely in Calaveras County in the State of California, where OARS has its headquarters, 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.
6. I grant permission to OARS, the government, PG&E and other trip participants to make movies, videos and photographs and to use them for promotional and commercial purposes without recourse or compensation to me.

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 O.A.R.S. West, Inc., the State of California, its Department of Parks and Recreation, Placer County Water Agency, Sacramento Municipal Utility District, the Bureau of Reclamation and Pacific Gas and Electric Company 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
(under 18 included)

Print Participant Name
(please print clearly)

Date

**Parent's or Guardian's Additional Indemnification
(Must be completed for participants under the age of 18)**

In consideration of the participant listed above ("Minor") being permitted by O.A.R.S. West, Inc. and the State of California, its Department of Parks and Recreation, Placer County Water Agency, Sacramento Municipal Utility District, the Bureau of Reclamation and Pacific Gas and Electric Company to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless O.A.R.S. West, Inc. and the State of California, its Department of Parks and Recreation, Placer County Water Agency, Sacramento Municipal Utility District, the Bureau of Reclamation and Pacific Gas and Electric Company 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.

Signature of Parent or Guardian
(if under 18)

Print Parent or Guardian Name
(please print clearly)

Date