

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

Please read this contract carefully. It releases Arizona River Runners from liability and waives certain rights.

In consideration of being permitted to participate in a river trip with ARIZONA RIVER RUNNERS, INC. (hereinafter "ARR"), 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 a river trip which experience may entail various activities including whitewater boating, hiking, camping, and related transport by or with ARR (hereinafter collectively and individually 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 ARR, the presence of which are integral to the adventurous nature of the Activity. I contractually agree that the following dangers and risks that could cause physical or emotional injury or death are inherent to the Activity, but that the list of inherent risks is not exhaustive – I understand and acknowledge that there are many other dangers or risks associated with the Activity beyond what is listed here: a) Risks associated with boating and being around or in water, including: falling into water; water immersion, including cold water immersion syndrome, cold shock, and drowning; jolting or jarring resulting in contact with hard objects including oars, boating equipment, the body parts of other participants, and rocks; injurious contact with natural and manmade objects; capsizing or flipping boats; becoming tangled in ropes; getting trapped or caught beneath an overturned boat; foot entrapment; trapped limbs; striking and/or becoming entangled with strainers or other objects under the surface of the water; being trapped by a hydraulic, swift current, undercut or other river feature; changing or unexpected natural or man-made water conditions; hazardous river conditions, including whirlpools, strong currents, eddy lines, large waves, and shallow water; injury resulting from jumping from heights including cliff or rock jumping; injuries caused by misjudging water depth or current; prolonged exposure to cold water; physical over-exertion; mental or physical shock; improperly rigged gear or equipment; failure to understand how to properly use or maintain equipment during a trip resulting in its failure or malfunction; failure to understand and follow guide instructions; boating equipment malfunction; motorized equipment malfunctions, including fire or explosion; collision or contact with motor or propeller; collisions with other watercraft, rocks, the bank, or other natural or manmade objects; slipping, tripping or falling around or from boats; burning associated with hot surfaces and sun, or rope burn; and errors in guide judgment or lapse in guide skill; b) Risks associated with transport in a motor vehicle, jetboat, aircraft and staying in remote lodging, including: all commonly understood risks of riding in a vehicle, jetboat, or aircraft, including crashes, collisions, fire, explosion, grounding at high speed, lack of restraint systems and jolting or jarring; risks associated with transferring from one vessel to another, including entrapment of a body part between two vessels during boarding or disembarking; risks associated with riding in a vehicle in remote terrain on backcountry unimproved roads; error or lapse in driver, guide or pilot judgment or skill; and all commonly understood risks of staying in a remote lodge; c) General risks associated with participating in the Activity, camping, extracurricular activities, and being on an outdoor watersports trip with other participants and relying upon guides, including but not limited to: rough or unmaintained trails; slipping, tripping or falling; variations in terrain; exposure to steep terrain; allergen exposure; exposure to poisonous plants; exposure to various dangerous or diseased wildlife or insects, including bee, wasp, or scorpion stings, tick bites, bat bites, snake bites and venomous reptile bites; falling trees, rocks, or other objects; moving objects associated with extreme weather; changing weather, dangerously cold temperatures, dangerously hot temperatures, wind, hail, lightning, heavy rain, and other adverse weather conditions; lack of shelter; temperature fluctuations; extreme or partial darkness; wildfire or uncontrolled camp fire and associated smoke; burns or burning associated with campfires, cook stoves, hot surfaces and sun exposure; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens; cooking related dangers; exposure to food allergens; slipping, tripping, or falling while wading or walking along the water's edge; falling into the water while onshore; landslides; rock-fall; mudslides; flashfloods; dangerous water crossings; all manner of outdoor injuries or ailments including head injury, spinal injury, paralysis, broken bones, overstretching or over-exertion; burns, internal injury, sickness or disease, hypothermia, frostbite, sunburn, heatstroke, dehydration, and hyponatremia; exacerbation of Participant's own health condition(s); getting lost; mentally or physically unstable, negligent or criminal trip participants; lack of access to immediate medical care due to remote location; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; failure of or lack of communication equipment; inadequate or malfunctioning equipment; errors in guide judgment or lapse in guide skill; actions or inactions of other participants; and mental, physical, or emotional injury or distress from exposure to the inherent risks listed herein. I understand that ARR 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 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 inherent 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, visually, 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 ARR 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 and of the changing nature of such risk as water levels change. I acknowledge and agree that any and all equipment provided by ARR may malfunction, fail, not fit properly, or otherwise not function as intended. I understand that not all conceivable safety equipment is provided, and that I will provide any additional safety equipment I deem necessary or advisable for the activities, including a helmet or cold-water protection. I acknowledge that, if I consume drugs or alcohol, it may increase risks associated with the Activity and I will bear sole responsibility for myself and for any damages I may cause to ARR, its property, or to other guests, and I may be removed from participation in an Activity. I understand that I am responsible for truthfully disclosing and notifying ARR 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 acknowledge that, in order to preserve the wilderness experience, ARR might not utilize satellite communications devices for the purpose of receiving warnings or related information that could impact safety during the Activity, from any source. I expressly agree that ARR shall have no duty to utilize communications technology of any kind, including satellite technology, for that purpose, and I expressly assume all risk associated with the lack of any such information. I am not relying on any prior oral, written, or visual representations made by ARR, 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 ARR's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE ARIZONA RIVER RUNNERS, INC.** and its affiliated companies and subsidiaries, or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, members, contractors, and shareholders (each hereinafter a "Released Party") for any property damage, injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not gross negligence, recklessness, or willful misconduct).

5. Agreement to Indemnify: I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the undersigned Participant and/or a third party arising in whole or in part from Participant's participation in the Activity, including claims based on negligence or any other cause of action except gross negligence. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, including claims for negligence or any other cause of action except for gross negligence, the undersigned will be required to pay back to each and every Released Party or Parties all sums of money incurred by or paid by or on behalf of the Released Party or Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

6. Medical Authorization, Release, and Indemnification: I hereby: a) authorize the Released Parties to undertake any emergency medical care for me; b) authorize the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; c) agree that, following my transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for me; d) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and e) shall hold each and every Released Party harmless from any claims associated with such medical care and/or related transportation.

7. Application of Agreement to Minor Participants: In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity and sign this document out of a desire to have the Participant be allowed to participate in the Activity. I represent that I am a **legal** parent or guardian of the minor Participant, and I will indemnify the Released parties for any damage caused to them if this representation is false.

8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the minor Participant.

9. Agreement to Application of Arizona Law and Selection of Forum: I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims arising from my participation in the Activity under this Agreement, shall be governed by Arizona law, and that the exclusive jurisdiction for any claim shall be in the Superior Court of Coconino County, Arizona, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

10. Miscellaneous Provisions: If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing, and it supersedes and replaces any prior Acknowledgement of Risk Form I have signed. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by ARR during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that ARR is not in a joint venture with any such vendor or subcontractor. I agree that ARR is not a common carrier.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.

Signature

Printed Full Name

Date

If signing on behalf of a minor, printed full name of minor Participant: _____