

Assumption of Risk, Liability & Photo Release – Whitewater Voyages

Trip Date _____ River Section _____

This is a release. It says I recognize I will participate in an activity where risk is natural and where accidents, though rare, can happen. I expressly assume all risk on this event. And if I damage belongings or am hurt or die, I will not make a claim, sue, or expect any legal responsibility from Whitewater Voyages Kern, Inc, or from Whitewater Voyages, Inc. or from their officers and employees and agents, or from participating or sponsoring companies and organizations, landowners, booking agents, trip and group organizers, or associates of any capacity (collectively referred to as *Voyages*, in the following paragraphs).

While Voyages does not wish to frighten me, I understand that inherent risks, ashore, in a boat, or in the water, can lead to property damage, personal injury or fatality. On land, slips and falls can result in accidents. Contact with poison oak, insects, wildlife or other persons can lead to injury. Accidents with transportation vehicles are possible. In a boat, I could be twisted or thrown and collide with people, their paddles, or trip equipment. I might be in the water, either voluntarily for practice floats or from accidental tumbles or boat flips. Here I could experience hypothermia, mental anguish, or heart attack and I could break bones or drown. Entanglements with trees or rocks could lead to severe injury or death. In each possibility, exposure to extreme temperatures or bad weather, coupled with distant medical help, would add risk. **Regardless, my participation in this activity is purely voluntarily and I choose to do so at my own risk. I expressly accept and assume all responsibility and risk (both known and unanticipated) to myself, to others, and to property.**

In consideration for allowing me to participate, I voluntarily agree to release, discharge, and hold harmless Voyages from all liability claims. These could be claims arising out of: suggested negligence, recklessness, incorrect decisions, strict liability, breach of contract, or any act which causes my accident, illness, death, or damages in any way associated with my participation in this activity. This release will apply also to any negligence in rendering (or in not rendering) medical or emergency aid. **In signing this document, I fully understand that if I (or any minor on whose behalf I am signing this release) am hurt, die or have property damaged, I am giving up my right (and that of my family members, heirs and assigns) to make a claim or file a lawsuit against Whitewater Voyages Kern, Inc., Whitewater Voyages, Inc. and from all parties and affiliates named and/or indicated here, even if they negligently or by some other act (or omission of an act) cause the injury.**

Voyages reserves the right to deny or discontinue service to any person. I agree to follow all their rules and instructions. Any photographic record of my participation may be used for advertising and commercial purposes without recourse. If I'm a parent or legal guardian of a participant under 18 years of age, I agree to this minor's participation and I sign this release in their behalf. In addition, I give Voyages permission to treat this minor in case of apparent need. Any medical services and expenses will remain solely my responsibility. I also certify that I (and any minor for whom I am signing) am physically and mentally capable of this activity. If necessary for Voyages (or agents or associates) to incur attorney's fees and costs to enforce any part of this agreement, I agree to indemnify and reimburse them for all such expenses. If any portion of this agreement is judged invalid, the validity of the remaining portions will not be affected and will remain in force. Legal disputes will be heard in Kern County under California law. **My signature below indicates I have read and now completely understand this document. I know that it affects my legal rights and I agree to be bound by its terms.**

PASSENGER (PLEASE PRINT)

NAME: _____ AGE _____

ADDRESS: _____

CITY/ST: _____ ZIP _____

EMAIL: _____

SIGNATURE: _____

DATE: _____, 201 _____

IMPORTANT.....ARE YOU A MINOR?

If you are less than 18 yrs. old on day of the trip, a parent's/legal guardian's signature is required (in addition to yours). If they will not be accompanying you, their signature needs to be provided in advance; if so, please sign both now, indicate relationship, and submit upon check in.

Parent or legal guardian signature: _____

Relationship: _____

Date: _____, 201 _____