

WAIVER OF LIABILITY AND RELEASE, EXPRESS ASSUMPTION OF RISK, AND INDENTITY AGREEMENT RE: WHITEWATER RAFTING WITH SIERRA WHITEWATER INC.

In Consideration for being allowed to participate in the above-described recreational activity (here-after “activity”) arranged and/or sponsored by Sierra Whitewater Inc:

1. Assumption of Risks. I hereby acknowledge that I have voluntarily applied to participate in this activity. I am aware that this activity and related activities are risky and hazardous, and that participating in this activity may expose me and other participants and spectators to the risk of serious injury, death and property damage for a number of reasons, including but not limited to the nature of the activity itself, the training, acts or omissions, recommendations of advice given by Sierra Whitewater, their agents, employees, or other persons or entities concerning the activity; latent or apparent defects or conditions in any equipment used in the activity, the use or operation by myself or others of said equipment, acts of other participants or guests; weather conditions, my physical condition; my own acts or omissions; first-aid emergency treatment or other services rendered to me or others; and consumption of food or drink. I understand and acknowledge that the above list of reasons is not complete or exhaustive. I accept and hereby assume all risks of injury, death, illness or disease, or other damage to myself, to others, or to my property which arise from my participation in this activity.

2. Release. I hereby voluntarily release, and forever discharge Sierra Whitewater Inc. and its officers, directors, agents, employees, subcontractors, and all other person or entities association with them, including other participants, (hereafter collectively “the released parties”) from all liability, claims, demands, actions of causes of action for bodily injury, death, illness, disease or damage to myself or to my property which are related to, arise out of, or are in any way connected with my participation in the above reference activities, including but not limited to those arising from any negligent or reckless acts, omissions or breach of contract of the release parties. This release is intended to be as broad and inclusive as is permitted by California law. If any portion, clause or sub clause is held invalid, I agree that the balance shall continue in full force and effect.

3. Should Sierra Whitewater Inc. or anyone acting on their behalf, be required to incur attorneys’ fee and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I hereby grant permission to Sierra Whitewater Inc. and any person or entity acting on their behalf to take photographs or movies of this trip for any purpose, including commercial or advertising purposes.

5. I acknowledge and agree that by signing this document, I am giving up the right to sue the released parties for any damages I suffer while participating in this activity, even if the released parties negligently cause said damages. I have read this entire document, understand it completely, and it shall be effective and binding upon me, my heirs, assigns, personal representatives, estate, and all members of my family including any minors accompanying me. I am not relying on any oral, written or visual representations or statements made by the released parties, including those made in released parties’ brochures or other promotional material.

6. I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST THE U.S. DEPARTMENT OF THE INTERIOR – BUREAU OF RECLAMATION (“U.S. GOVERNMENT”), STATE OF CALIFORNIA, ITS DEPARTMENT OF PARKS AND WHITEWATER RIVER RECREATION (“STATE”) OR ITS PERMITTEES ARISING AS A RESULT OF MY PARTICIPATION IN THE WHITEWATER RIVER TRIPS AND RELATED ACTIVITIES DESCRIBED HEREIN, MY USE OF PERMITTEE’S EQUIPMENT, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF PERMITTEE AND/OR STATE AND/OR U.S. GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY PERMITTEE, STATE AND U.S. GOVERNMENT AND HOLD THEM HARMLESS FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF PERMITTEE, STATE AND US GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT. 7. I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.

Date: _____ Name & Signature (Required): _____

Print Name & Age (Minor-if applicable): _____

Print Name & Signature of Guardian (if applicable): _____

Address (Required): _____

City: _____ State: _____ Zip: _____ E-mail _____