

# CHINOOK EXPEDITIONS

## Participant Agreement, Release, And Acknowledgement Of Risk

In consideration of Chinook Expeditions, its agents, owners, officers, employees, and all other persons or entities acting in behalf (hereinafter referred to as "Chinook Expeditions)", I hereby agree to release and discharge Chinook Expeditions, on behalf of myself, my heirs, assigns, personal representative and estate as follow:

1. I understand and acknowledge that the activity I am about to engage in bears known risks and unanticipated risks which could result in injury, death, illness disease, emotional distress, or damage to myself, to property or to third parties. *The following describes some, but not all, of those risks:*

\* **The nature of the activity itself ( river rafting, canoeing, river side related activities, camping, hiking);**

\* **Traveling to the location of the trip, before, during, or after the trip;**

\* **The acts or omissions of Chinook Expeditions, its agents or employees, and other participants in this activity;**

\* **The use or operation, by myself or others, of equipment supplied by Chinook Expeditions, other persons or entities**

\* **Latent or apparent defects or conditions in equipment supplied by Chinook Expeditions or other persons or entities;**

\* **My own physical condition, or my own acts or omissions;**

\* **Loss of control of the raft, collision with other participants, portions of the interior of the raft, other rafts and any other manmade or natural obstacles, whether they are obvious or not;**

\* **Submersion in water, exposure to extreme temperatures and inclement weather;**

\* **Encounters with animals, wildlife, and insects;**

\* **Wilderness terrain and unavailability of immediate medical attention in case of injury;**

\* **Finally, I understand that Class IV and V represent the most difficult and dangerous levels of whitewater and recognize the risks associated with whitewater rafting are increased.**

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Chinook Expeditions from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those alledgedly attributable to the negligent acts or omissions of Chinook Expeditions.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will have no right to make a claim or file a lawsuit against Chinook Expeditions, its agents, owners, officers, employees, or any other person or entity acting in any capacity on its behalf even if they or any of them negligently caused such injury or damage.

4. Should Chinook Expeditions, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

5. I certify that I have health insurance to cover any bodily injury or property damage I may cause or suffer while participating in this event, or else I agree to bear the costs of such injury or damage myself.

6. I hereby agree that Chinook Expeditions may use film or photographic records of this event for its promotional and/or commercial purposes.

My signature below indicates that I have had sufficient opportunity to read this entire document, that I have read it, and understand it affects my legal rights; I agree to be bound by its terms.

<<PLEASE PRINT CLEARLY>>

TripType: \_\_\_\_\_ cfs. \_\_\_\_\_

Group Organizer/Party

Name: \_\_\_\_\_ Date: \_\_\_\_\_

PrintName: \_\_\_\_\_

SignatureParticipant: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Day: \_\_\_\_\_ Evening: \_\_\_\_\_

**Parental Signature** : \_\_\_\_\_

Person to contact in case of emergency: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone: \_\_\_\_\_