

RIVER JOURNEY ADVENTURES – BEYOND LIMITS ADVENTURES RELEASE OF LIABILITY and USER INDEMNITY AGREEMENT

Participant Name (Please Print) _____

Email (if you want to receive rafting information and discounts) _____

I HERBY ACKNOWLEDGE that I have voluntarily applied to participate in the sport of rafting, kayaking, and tubing with River Journey Adventures and Beyond Limits Adventures. (hereinafter collectively referred to as "R.J.A and "B.L.A.")

I UNDERSTAND THAT THE ACTIVITY of rafting, kayaking, tubing and all other hazards and exposures connected with the activities conducted in the outdoors, **do involve risk** and that I am cognizant of the risks and dangers inherent with the activities that I and/or my family including any minor children, are fully capable of participating in the activities contracted for and willingly assume the risk of injury as my responsibility, including loss of control, collisions with other participants, trees, rocks, and other man made obstacles, whether they are obvious or not obvious. Also all parking areas are not owned by R.J.A or B.L.A but are for the use of the general public and are not responsible for loss or damage to personal property.

I understand and agree that any bodily injury, death or loss of personal property and expenses thereof as a result of my negligence or the negligence of my family participating in any scheduled or unscheduled activities are **my responsibility**. I also state and acknowledge that activities associated with rafting, kayaking, tubing, camping, fishing, river running, immersion in water and hypothermia (rapid and medically serious loss of body temperature), falling while aboard a vessel, or on the shore are inherently dangerous and serious injury or death may occur.

I understand and agree that a fastened United States Coast Guard approved flotation device will be worn by me at all times while in water craft, that I will not stand in the water craft, that I will not consume alcoholic beverages or illegal, controlled substances while in water craft and that I will follow the instructions of R.J.A and B.L.A. personnel when given.

I understand that accidents or illness can occur in remote places without medical facilities, physician or surgeon and have exposure to temperature extremes or inclement weather and in consideration of and as a part payment for the right to participate in the activities associated with rafting and kayaking and any other activities including the services of food that may be arraigned for me and/or my family by R.J.A, B.L.A., Sunshine Rafting and the US Army Corps of Engineers and its agents and associations. I do hereby agree that myself and my family (including minor children) are in good health with no physical defects that might be injurious to me and that myself and my family are able to handle the hazards of traffic, weather conditions, exposure to animals, walking, riding, and all and any similar conditions associated with the activities scheduled or associated with our outdoor adventure.

As lawful consideration for being permitted by R.J.A and B.L.A to participate in the activities scheduled and associated with the outdoors, I do hereby **release any legal liability**. R.J.A, B.L.A United States Forest Service, any state or local government, and all their officers, members, affiliated organizations, agents and employees for and all injury or death caused by or resulting from my participation in the activities provided by R.J.A and B.L.A, **whether or not such injury or death was caused by their negligence or from any other cause.**

I further agree not to sue, claim against, attach property of or prosecute R.J.A, B.L.A, the Army Corp of Engineers, any state or local government, and all of their officers, members, affiliated organizations, Agents and employees for any injury or death caused by or resulting from my participation in the activities associated with R.J.A and B.L.A, **whether or not such injury or death was caused by their negligence or from any other cause.** In the event that I file a lawsuit against R.J.A or B.L.A I agree to do so solely in the state of California, 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.

I agree to defend and indemnify and hold harmless R.J.A, B.L.A, the Army Corps of Engineers, any and all state or government agencies whose property the activities may be conducted on, and all of their officers, members affiliated organizations, agents and employees for any injury or death caused by or resulting from me or my families participation in the activities associated with R.J.A and B.L.A, both scheduled and unscheduled **whether or not such injury of death was caused by the negligence of R.J.A or B.L.A or from any other causes.** This contract shall be legally binding upon my heirs, my estate, assigns, legal guardians, my personal representatives and me.

I have carefully read the agreement and fully understand its contents. **I am aware that I am releasing certain legal rights that I otherwise may have and I enter into this contract on behalf of myself and/or my family of my own free will.**

PLEASE INITIAL TO SHOW THAT YOU AGREE _____

DO NOT SIGN OR INITIAL THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS

Participant and/or parent Guardian sign here _____

LIST MINOR (UNDER 18) CHILDREN HERE:

Date _____

