

Participant Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement Hells Canyon Adventures III, LLC

In consideration of the services of Hells Canyon Adventures III, LLC and their agents, owners, stockholders, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "H.C.A."), I hereby agree to release and discharge H.C.A. on behalf of myself, my parents, my heirs, assigns, personal representative and estate (hereinafter collectively referred to as "I" or "myself") as follows:

1. **Inherent Risks** I acknowledge that any water related activity such as jet boating, rafting, swimming or fishing entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities - in this case jet boating, rafting, swimming or possibly fishing - is derived in part from inherent risks incurred by travel and activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in these activities. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of these activities. I also understand and acknowledge that failing to use or properly use safety type equipment such as personal flotation devices or helmets increases my risk of injury or of not surviving an accident or incident while jet boating, rafting, swimming or fishing.

I specifically acknowledge that the inherent risks associated with jet boat or rafting trips or cruises in which I might also swim or fish includes, but is not limited to: general slips/trips/falls or painful crashes while moving around on the boats or rafts. I understand that the interior structure or topography of the jet boats - which may feel different than a normal building - may include areas of low head room, stairwells, low hatch covers or overhead beams, small or cramped spaces, etc., all of which may feel un-natural and cause me to become disoriented or trip or fall. The inherent risks associated with jet boating or rafting also include, but are not limited to: encountering whitewater rapids and changing water flows and the possibility that I will be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these rapids or changing water flows; it is possible that I could be injured if I come in contact with food boxes, other storage containers, or other fixed equipment necessary to the operation or outfitting of the boat; the water craft may break down or be faulty; is possible that loss of control of the water craft could occur resulting in collision or capsizing or sinking and that if a water craft turns over I could be "washed" overboard; boats are slippery when wet and are naturally unstable so that I could slip and fall or be knocked out of the craft even in flat or non-moving water; I can slip or fall during hiking or portaging or getting to and from the water craft and I understand that the areas in which I might hike or might swim sometimes hide dangerous obstacles such as poisonous plants like poison ivy, tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, submerged logs etc.; the boats or water craft or any portion of them may collide with or encounter other watercraft, man-made or natural objects including submerged or semi-submerged trees, rocks, branches, boulders, bridges, etc.; my personal possessions may fall overboard and not be recoverable; accidents can occur getting on and off the boats; motorized boats can catch fire; beyond the risks associated with the actual fire, in the event one of the vessels is on fire I may be forced to abandon the boat and encounter cold water which can lead to hypothermia and/or drowning. I understand that exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, "sea-sickness" or nausea, some or all of which may diminish my or the other participants ability to react or respond; I understand that prolonged exposure to cold water, whether through accident or by my choice of swimming, can result in hypothermia, cramping and in extreme cases death; I may encounter dangerous wildlife including but not limited to rattlesnakes, insects, etc.; I understand that communication in the river terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. Again, I also understand and acknowledge that failing to use or properly use safety type equipment, including but not limited to personal flotation devices, helmets or survival gear, increases my risk of injury or of not surviving an accident or incident while rafting or jet boating.

I acknowledge that fishing related activities, if my trip includes fishing, have inherent risks also which include, but are not limited to, being killed or hurt or killing or harming another participant by using fishing gear such as hooks, gaffs, knives, etc. I may encounter the actual fish and may be attacked or poisoned.

I acknowledge that food preparation is an integral part of this activity and that I and other participants will be eating in an outdoor environment and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and or illness; I acknowledge my responsibility to inform H.C.A. of any specific food related allergies and I acknowledge that H.C.A. can not be responsible for allergies, illness or diseases related to meals and food preparation. I acknowledge that this rafting/jet boating trip may require me to use equipment that I might not be familiar with and will require me to interact with other guests and participants with whom I am also unfamiliar; both of these things can cause my discomfort and stress and have inherent risks. I acknowledge that there are numerous other issues I may encounter, such as latrine issues which, while they seem open and obvious, also have inherent risks associated with them.

Furthermore, H.C.A. guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the river, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. **Express Assumption of Risk** I expressly agree and promise to accept and assume ALL the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. **Release and Waiver, Including Negligence** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless H.C.A. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of H.C.A.'s equipment or facilities, including any such Claims which allege ordinary negligent acts or omissions of H.C.A.
4. **Indemnity** As liquidated damages, I agree that, should H.C.A. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, pay for...) for ALL such fees and costs.
5. **Personal Skill & Insurance** I certify that I have sufficient skill and fitness to participate in the activities offered by H.C.A. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.
6. **Medical Issues** I further agree that, in the event that H.C.A. deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises or from the field or to seek emergency medical care for me that, by signing this document, I am giving H.C.A. permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document, I am waiving any right to object to or bring any type of action or claim against H.C.A. for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health-related person who becomes involved in my care or removal from H.C.A. activities or the field.
7. **Photographic Assignment** I understand that H.C.A. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities conducted within its premises and I hereby agree that H.C.A. may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by H.C.A.
8. **Release as Contract and Personal Capacity** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with H.C.A.
9. **Forum, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against H.C.A., I agree to do so solely in the State of Idaho, 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 portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it was the original. I understand that this document constitutes the entire Agreement/Contract between myself and H.C.A. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge that if anyone is hurt, killed or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against H.C.A. on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Printed Name: _____
Address: _____
City: _____ State: _____
Country: _____ Postal Code: _____ Phone#: _____ Date: _____