

Read Carefully

Waiver and Release of Liability

In consideration of *Kaweah Whitewater Adventures* furnishing services and/or equipment to enable me to participate in a river trip, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have:

- (a) Inherent risks, dangers and hazards and such exist in my use of *Kaweah Whitewater Adventures* equipment and my participation in *Kaweah Whitewater Adventures* activities.
- (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability;
- (c) These risks and dangers may be caused by the negligence of the owners, employees, officers or agents of *Kaweah Whitewater Adventures*; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and
- (d) By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of *Kaweah Whitewater Adventures*, or by any other person.

(e)

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify *Kaweah Whitewater Adventures* and its owners, agents, officers, and employees to any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of *Kaweah Whitewater Adventures* equipment or my participation in *Kaweah Whitewater Adventures* activities. I specifically understand that I am releasing, discharging and- waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of *Kaweah Whitewater Adventures*.

I have read the above Waiver and Release and by signing it agree. It is my intention to exempt and relieve *Kaweah Whitewater Adventures* from liability for personal injury, property damage, or wrongful death caused by negligence or any other cause.

Signature \_\_\_\_\_

Age \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or guardian (if less than 18 years old) \_\_\_\_\_