

Eagle Rafting, Inc.

Trip Date: _____ / _____ / _____

Trip Type: Full Day [] ½ Day [] Single Trip [] WWMB [] CM [] TRLBLZR [] PP&R []

ASSUMPTION OF RISK AND LIABILITY RELEASE

This is a release. It says; I recognize I will participate in an activity where risk is natural. Even though Eagle Rafting, Inc. holds an excellent safety record (with procedures approved by the U.S. Forest Service) accidents, though rare, can happen. I expressly assume full responsibility for the outcome of my participation and if I get hurt, die, or damage belongings. I will not make claim, sue or expect any legal responsibility for Eagle Rafting Inc. I also understand that I can withdraw from this group activity at anytime.

While Eagle Rafting does not wish to frighten me, it is necessary that I fully understand that risk, either ashore, in a boat, or in the water, could lead to property damage, personal injury or fatality. Ashore, slips and falls could result in accidents. Contact with poison oak or with insects, wildlife or even persons could lead to injury. Other accidents involving shuttle vehicles are possible. In the boat, I could be twisted or thrown around and collide with other people, their paddles, or boat flips. Here, I could experience hypothermia, mental anguish, or heart attack and could break bones or drown. Entanglements with trees or rocks could lead to severe injury or death. In each possibility, exposure to extreme temperatures or bad weather, coupled with distant medical help, would add risk. In addition, I understand that class 2, and certainly class 3 whitewater increases the adventure’s difficulty and risk. **REGARDLESS, MY PARTICIPATION IN THIS ACTIVITY IS PURELY VOLUNTARY AND I ELECT TO DO SO AT MY OWN RISK I EXPRESSLY ACCEPT AND ASSUME ALL RESPONSIBLY AND RISK (BOTH KNOWN AND UNANTICIPATED) TO MYSELF, TO OTHERS, AND THE PROPERTY.**

In consideration for allowing me to participate on this adventure, I voluntarily agree to release, discharge, and hold harmless Eagle Rafting, Inc. (and owners, officers, employees and associates in any capacity) from making claims. These could be claims arising out of their suggested negligence, recklessness, incorrect decisions, strict liability, breach of contract, or any act which causes my accident, illness death, or from damages in any way associated with my participation in this activity. This release will apply also to any act of negligence in rendering (or in not rendering) any type of emergency or medical aid. **IN SIGNING THIS DOCUMENT, I FULLY UNDERSTAND AND RECOGNIZE THAT IF I (OR ANY MINOR ON WHOSE BEHALF I AM SIGNING THIS RELEASE) AM HURT, DIE, OR HAVE PROPERTY DAMAGED. I AM GIVING UP MY RIGHT(AND THAT OF MY FAMILY MEMBERS, HIERS, AND ASSIGNS) TO MAKE CLAIM OR FILE A LAWSUIT AGAINST ANY BOAT OWNER, OR ASSOCIATES, AND ALL PARTIES AND AFFILIATES NAMED HERE, EVEN IF THEY NEGLEGENTY, AMLICIOUSLY, OR BY SOME OTHER ACT (OR OMISSION) CAUSE THIS INJURY.**

If a parent or legal guardian or a participant under 18 years of age, I agree that this minor may participate in this activity. I sign this release on their behalf. In addition, I give Eagle Rafting, Inc. permission to treat this minor in case of apparent need. Eagle Rafting, Inc. reserves the right to deny or discontinue service to any person. I agree to follow all rules and their instructions. Any medical services and expenses will remain solely my responsibility. I also certify that I (and any minor on whose behalf I am signing) am physically and mentally capable of this activity. Any photographic record of my participation may be used for advertising and commercial purposes without recourse.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Eagle Rafting, Inc. or its agents as a party shall be either in Lake Isabella, CA Justice Court or the County of State Supreme Court in Kern County.

Should it be necessary for Eagle Rafting, Inc. (or someone on its behalf) to incur attorney’s fees and costs to enforce any part of this agreement, I agree to indemnify them for all fees and costs. If any portion of this agreement is judged invalid, the validity of the remaining portions will not be affected.

MY SIGNING BELOW INDICATES I HAVE READ AND NOW COMPLETELY UNDERSTAND THIS DOCUMENT. I KNOW THAT IT AFFECTS MY LEGAL RIGHTS AND I AGREE TO BE BOUND BY ITS TERMS.

Printed
Passenger Name _____ Age _____ Phone Number _____

Is passenger under 18 years? YES/NO
If minor passengers (less than 18 years old on day of trip) will not be accompanied by a parent or legal guardian, the proper signatures needed to be provided in advance. Instead, bring this parent or legal guardians.

Signature: _____ Date _____
Address: _____ E-mail: _____
City/State: _____ Zip: _____ Phone Number: _____
Signature _____ Relationship: _____