

UP THE RIVER OUTFITTERS

ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY PLEASE READ CAREFULLY!

ACKNOWLEDGEMENT OF RISKS: I realize that there are **inherent dangers** in canoeing, kayaking and tubing, with or without a guide, as well as in canoe or kayak instructional clinics and that use of a **canoe, kayak or tube** in or upon the water may involve hazards including but not limited to the following: 1) Changing **waterflow** or currents, trees, branches, rocks and boulders, **submerged and/or semi-submerged objects**; 2) Varying wind and weather conditions, the presence of other watercraft, the speed at which I/we travel, the **stability characteristics of a watercraft**, equipment failure, and my/our sense of balance and **inability to control the craft or follow instructions** can pose a dangerous risk to my/our safety; 3) **Collision**, upset, **overturn** and **sinking** can result in getting wet, **injured**, exposed to the elements, and/or **drowning**; 4) An **“act of nature”** which may include tree falling, rock falling, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; 5) **Travel** to and from the activity; 6) Hot and cold **weather related injuries** and illnesses including heat exhaustion, heat stroke, and hypothermia; 7) Traveling by foot or canoe through wooded areas and strenuous terrain where **poison ivy**, oak, and sumac; **stinging bees** and wasps; **poisonous snakes**; and other plants and wildlife are sometimes or often found; 8) Falling, diving, swimming, or floating in a river or lake where there are **no lifeguards present** to rescue me/us from further injury or drowning; 9) Accidents or illness in remote places where there are no easily available medical facilities; 10) **Personal property may be lost or damaged.**

I also realize that risks and dangers may be caused by the negligence of owners, employees, officers, or agents of Up the River Outfitters, or the negligence of participants or others, and that risks and dangers may arise from foreseeable and unforeseeable causes, including, but not limited to, a guide's ability to make decisions or judge terrain, weather, trail or river route, water levels, or the risks of falling out, turning over, or drowning, while tubing, canoeing, or kayaking. I fully understand and acknowledge that the aforementioned risks, dangers and hazards are integral to recreational activities taking place in an outdoor, remote or wilderness environment and that wearing a U.S. Coast Guard approved flotation device is a mandatory precaution.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible will engage in, I confirm that I am (we are) **physically and mentally capable** of participating in the activity and using the equipment, and **I/we elect to participate in spite of the risk. I/we participate willingly and voluntarily and assume full responsibility for any losses and/or damages**, whether caused in whole or in part by the negligence of the owners, agents, officers, or employees of Up the River Outfitters or any other person. **These losses and/or damages include, but not limited to:** sprains, torn muscles and/or ligaments; fractured or broken bones, eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration. drowning; oxygen shortage (anoxia); exposure; head, neck and/or spinal injuries; animal bite or attack; insect bite; allergic reactions; shock, paralysis, and/or death.

AUTHORIZATION: I/we hereby authorize any **medical treatment** deemed necessary for any injury incurred while participating.

EXPENSES: I/we have appropriate insurance or, in its absence, **agree to pay all costs** of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE OF LIABILITY: In consideration of services and equipment provided. I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless, and indemnify UP THE RIVER OUTFITTERS, and its owners, officers and employees and each and every land owner, upon whose property and activity is conducted, from 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/our use of canoeing, kayaking or tubing equipment or my/our participation in any of the aforementioned activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I/we may have presently or in the future for the negligent acts or other conduct by the owners, officers or employees of UP THE RIVER OUTFITTERS.

Does anyone listed below take any prescribed medications or have any medical conditions or allergies we should be aware of?

No Yes If so, please explain _____

Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone #s: (Home) (____) _____ (Work) (____) _____
E-mail: _____
Emergency Contact: _____ Phone #: _____
Name of Health Insurance Co. or Provider, if insured: _____

My signature below on this date and subsequent dates indicates that I have read and understand this document, acknowledge that it affects my/our legal rights, and agree to be bound by its terms. My signature also signifies my intention to exempt and relieve Up the River Outfitters, its owners, officers, and employees from any liability for personal injury, property damage, or wrongful death caused by negligence or any other cause.

Signature: _____ Print Name: _____ Date: _____
Adult Participant

Signature: _____ Print Name: _____ Date: _____
Adult Participant

Signature: _____ For: _____ Age: _____
Parent or Guardian Signing for Participant Under 18

Signature: _____ For: _____ Age: _____
Parent or Guardian Signing for Participant Under 18