THREE RIVERS RAFTING AGREEMENT

LIABILITY RELEASE, ACKNOWLEDGEMENT OF RISK, ACCEPTANCE OF RESPONSIBILITY (revised 2015)

TRIP DEPARTURE DATE_____ **DAY TRIPS** (includes Lochsa, lower Selway, Clearwater, Salmon)

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY AND SIGN WHERE INDICATED

Three Rivers Rafting is proud of its efforts to ensure the safety and enjoyment of its passengers. However, in order to fairly and honestly inform you of the service we provide, you should know and appreciate that during the trip you are participating in under the arrangements of Wilderness Trails, Inc. dba **Three Rivers Rafting**, and its agents or associates, certain specific risks and dangers exist which are inherent in river running and wilderness travel. These risks include, but are not limited to, loss of or damage to personal property, injury or fatality due to the capsize of a raft or other vessel, collision with a vehicle, boat, rock, log or tree, immersion in water or hypothermia, falling while aboard a vessel or on shore, accident or illness in remote places without medical facilities, water damages due to leaking bags or other containers, and exposure to temperature extremes or inclement weather.

I, the undersigned, hereby acknowledge that I fully understand that there are inherent risks in whitewater trips, the transportation to and from the river, as well as recreational activities (hiking, swimming, camping, etc.) that are associated with this kind of wilderness experience. These risks are impossible to eliminate by even the most prudent and careful planning and conduct on the part of the officers, guides, agents, employees, owners, and directors of Three Rivers Rafting. Participating in these activities entails unavoidable risk of loss of life, personal injury, illness, loss of consortium, and loss of or damage to personal property.

Furthermore, I understand that Three Rivers Rafting 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 elements, or the terrain. They might give inadequate warnings or instructions, and the equipment being used may malfunction.

I understand that I am to be financially responsible for any medical treatment and any necessary emergency evacuation resulting from participation of this trip.

I do expressly covenant and state that I (or my minor child) am a member of a trip with Three Rivers Rafting and am participating therein as a part of a joint enterprise and assume all risks in said trip for myself (and my minor child).

I specifically release Three Rivers Rafting, its officers, guides, agents, employees, owners, and directors from any and all liability as to any right, action or claim to relief, including gross negligence, that may accrue to me or to my heirs or personal representatives for any such personal injury, loss of life, loss of consortium, or loss of or damage to property listed herein and including ones not listed which I may suffer while participating in the whitewater trips, the transportation to and from the river, or any recreational activities which may occur during the trip. The terms hereof shall serve as a release and express assumption of risk for myself, my heirs, executors and administrators and for all members of my family, including any minors accompanying me.

I understand that other trip members, professional photographers or Three Rivers Rafting may wish to make photographs or video records of this trip for personal and promotional purposes, and I hereby grant permission for them to do so without recourse and without compensation to me.

I am of sound mind and am undertaking this activity of my own free will for myself and any minor children I am responsible for, and by signing this statement I take full responsibility for my own (and any minor children's) welfare and waive any future claims against Three Rivers Rafting, and I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my legal right to maintain a lawsuit against Three Rivers Rafting on the basis of any claim from which I have released them herein. I agree and understand that if I or my heirs maintain a lawsuit against Three Rivers Rafting, it will be in the state of Idaho, specifically Idaho County.

I have had sufficient opportunity to read this entire document. I have read and understood it, I agree to be bound by its terms, and I have not altered it in any way. (All minors under the age of 18 need to sign and have their parents or legal guardians sign.)

PLEASE PRINT CLEARLY. THIS MUST BE LEGIBLE, COMPLETE, AND ACCURATE.

Print Participant's Name _____Date of Birth _____ Today's Date_____

Address_____City_____State_____Zip_____

Home Phone Number_____ Work Phone Number _____Email_____

Signature of Participant_____

If under 18, Name of Guardian_____ Signature of Guardian_____