



Mount Madonna High School
ANNUAL RAFTING TRIP
September 7th to 10th, 2010

Dear High School Students and Parents,

Please read all of this carefully even if you think you ALREADY know what it says!!!!!!!!!!

We are very pleased to start the year off again with a white water rafting trip on the American River outside of Sacramento. We are again contracting with River Rock Adventures to be our guides and outfitters for the trip. MMS will be holding an **Orientation** on **Wednesday, September 1 at 6:30 pm** at the Upper Campus where the Rafting Trip details and questions will be addressed.

We leave the first day of school, Tuesday, Sept 7th and return on Friday, Sept 10th.

Students should bring their bags to the school bus stop if they are bus riders. Vans/buses will transport the students and baggage. Upon arriving at school, please have your child bring their bags behind the Assembly Room. Please do not park in that area as the vans need the space for loading. There will be a short orientation before departure.

Please pack your things small and tight for easy transport. We will to be on the wilderness leg of the river and space is at a premium!

Pack a lunch for Tuesday or bring money for lunch on Tuesday & Friday and any other occasions (recommended \$25).

Return

We will **should arrive at MMS Friday, September 10th at about 5:00 PM.** Call the MMS office for updated arrival times after 3:00 PM.

Parents you will receive updated information as to where and when to meet your children upon our return.

Students must bring the following items. Please pay close attention!!

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| 1. Water bottle | 10. Pajamas |
| 2. Sunscreen | 11. Sleeping bag (<i>Please bring in a stuff sack, the Smaller the better!!!! NO HUGE BAGS!!</i>) |
| 3. Cap or visor | 12. Sleeping pad (small) |
| 4. Bathing suit & T-shirt | 13. Small ground tarp (<i>optional but a good idea; 6'x8' maximum</i>) |
| 5. Tennis shoes or teva-like sandals (<i>you <u>must</u> have shoes that can get wet and are strapped to your feet.</i>) | 14. Small tent (<i>very optional</i>) |
| 6. Jacket or sweatshirt | 15. Money for lunch Tue & dinner Wed |
| 7. Towel | |
| 8. Change of clothes | |
| 9. Toothbrush & toothpaste | |

PACK SMALL PLEASE

We look forward to the trip!
SN Ward Mailliard
for the MMS Rafting Team

Please fill out and return this **Permission Slip** and the enclosed **Waiver of Liability and Release Agreement** (must also be read and signed by your child).

Important: It is absolutely mandatory that your child's 2010-2011 Online Registration Information is submitted before he/she goes on the trip.

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2010 Mount Madonna High School Rafting Trip

I give my permission for (student, first and last name) _____

Grade _____ to attend the rafting trip on September 7th to 10th, 2010.

Parent Signature _____ Date _____

Return this form to MMS by August 6, 2010

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
WHITEWATER PERMIT PROGRAM**

Waiver of Liability and Release, Express Assumption of Risk, and Indemnity Agreement

Permittee: River and Rock Adventures

Whitewater trip or other activities: Class III/IV American River Rafting (South Fork / Middle Fork / North Fork), Class II/III Truckee River, or Outdoor Education Program

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in river trips offered by persons permitted to operate such trips (River and Rock Adventures) by the State of California Department of Parks and Recreation. Some risks are intrinsic to whitewater river running or water sports generally; other risks are inherent in outdoor activities, wilderness travel, camping, or picnicking; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by employees of the Permittee, the State of California Department of Parks and Recreation, U. S. Department of the Interior – Bureau of Reclamation, or any other person.

Since all river trips are dangerous, and in consideration of being allowed to participate in the park and whitewater activities, **I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST THE U. S. DEPARTMENT OF THE INTERIOR – BUREAU OF RECLAMATION (“U.S. GOVERNMENT”), STATE OF CALIFORNIA, ITS DEPARTMENT OF PARKS AND RECREATION (“STATE”) OR ITS PERMITTEES ARISING AS A RESULT OF MY PARTICIPATION IN THE WHITEWATER RIVER TRIPS AND RELATED ACTIVITIES DESCRIBED HEREIN, MY USE OF PERMITTEE’S EQUIPMENT, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF PERMITTEE AND/OR STATE AND/OR U.S. GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY PERMITTEE, STATE AND U.S. GOVERNMENT AND HOLD THEM HARMLESS FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF PERMITTEE, STATE AND U.S. GOVERNMENT ARE NEGLIGENT OR OTHERWISE AT FAULT.**

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in the whitewater activity or trip, even if it occurs as a result of the negligence of Permittee, State or U.S. Government or defects in equipment, (2) absolve and release Permittee, State and U.S. Government from the consequences of their negligence, including without limit, rescue efforts, and defects in equipment, and (3) will protect, hold harmless, indemnify and defend Permittee, State and U.S. Government against any legal actions or other claims for damages arising from my actions. **I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.**

I understand that certain minimum skills, capabilities, and physical and mental health and fitness are required in order to participate in dangerous activities like river running; I warrant that I possess these. I agree to wear a properly fastened personal flotation device (life jacket) at all times while on or in a boat, scouting rapids, or on or in the water, and to wear such other safety equipment as may be provided to me by Permittee. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not those of Permittee, State or U.S. Government or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither Permittee, State nor U.S. Government has made representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Permittee, State and U.S. Government including, as applicable, their agents, employees, officers, directors, and shareholders.

Signature: _____

Date: _____

Please read and fill out both sides of this form

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of River and Rock Adventures, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as RRA), I hereby agree to release, indemnify, and discharge RRA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that whitewater rafting entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

2. I acknowledge and willingly assume all risks and hazards in whitewater rafting and river-related camping from the pre-embarkation rendezvous until the conclusion of the trip, including, but not limited to: (1) loss of control of the raft, fall in, out, or about the raft, collision with other participants, equipment, other rafts, rocks, trees, and any other portion of the interior of the raft, and any other man-made or natural obstacles, whether obvious or not (2) judgment, decision making, and conduct of the guides (3) submersion in water, drowning (4) encounters with animals, wildlife and insects (5) exposure to wilderness environment, extreme temperatures, and inclement weather, remote areas, wilderness terrain, including travel by foot or vehicle in any way related to this activity, whether at camp or elsewhere (6) assistance in lifting and/or carrying rafting equipment (7) rescue related injuries (8) unavailability of immediate and appropriate medical attention in case of injury. I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, anticipated or unanticipated may also exist and result in injury, illness, disease, death or damage. Furthermore, RRA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

2. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless RRA 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 RRA's equipment or facilities, including any such claims which allege negligent acts or omissions of RRA.
3. Should RRA 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 for all such fees and costs.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. In the event that I file a lawsuit against RRA, I agree to do so solely in the state of California, and I further agree that the substantive law of California 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 document shall remain in full force and effect.

By signing this document, 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 right to maintain a lawsuit against RRA 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 agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Print Name: _____

Address: _____

Phone: _____ Email: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by RRA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless RRA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____ Date: _____

Print Name: _____

Please read and fill out both sides of this form