

**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**