

# CALIFORNIA RIVER ADVENTURES, INC.

## Participant Information

Please legibly print the information requested below and return this form along with the signed Liability Release, Express Assumption of Risk, and Indemnity Agreement to our office (or to your group organizer, if applicable) as soon as possible in order to assist us in correctly planning your trip.

Participant's Full Name: \_\_\_\_\_ Group Organizer: \_\_\_\_\_  
(please print)

Participant's Residence Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Numbers: Day: (\_\_\_\_) \_\_\_\_\_ Evening: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

Participant's Email: \_\_\_\_\_

Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_  
(for sizing of personal flotation device and, possibly, wet suit)

**Medical Information: Do you have any physical handicaps or medical requirements which might affect your safety or well-being during the trip?** (Please note any current or ongoing medical issues such as heart disease, diabetes, asthma, epilepsy, pregnancy or other conditions):

No: \_\_\_\_\_ Yes: \_\_\_\_\_ If yes, describe: \_\_\_\_\_

Describe your general health: \_\_\_\_\_

Describe sports/physical activities in which you participate: \_\_\_\_\_

Can you swim? \_\_\_\_\_ List previous raft trips, river name & rating (Class I to V, easiest to hardest):

Do you have any allergies to specific foods, medications or insect bites? No: \_\_\_\_\_ Yes: \_\_\_\_\_

If yes, please describe: \_\_\_\_\_

Dietary Restrictions: \_\_\_\_\_

Emergency contact: Name: \_\_\_\_\_ Cell or other Phone: (\_\_\_\_) \_\_\_\_\_

California River Adventures, Inc. (the "Permittee"), is permitted by the U.S. GOVERNMENT and its agencies, including the DEPARTMENT OF THE INTERIOR - BUREAU OF RECLAMATION, and/or the STATE OF CALIFORNIA and its agencies and political subdivisions including, but not limited to, the DEPARTMENT OF PARKS AND RECREATION, and/or the SACRAMENTO MUNICIPAL UTILITY DISTRICT, and/or the COUNTY OF EL DORADO (each individually and collectively referred to herein as the "Permitter") to provide whitewater rafting trips and other recreational activities ("activities") on the South Fork, Middle Fork, and North Fork of the American River.

# CALIFORNIA RIVER ADVENTURES, INC.

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

We, **California River Adventures, Inc.** (the “**Permittee**”) will take reasonable precautions to provide you with appropriate equipment and knowledgeable guides so that you may enjoy your whitewater rafting experience. However, you must understand that there are risks inherent in this activity which cannot reasonably be eliminated and if eliminated would destroy the unique character of whitewater rafting. In fact, it is the very thrill of challenging nature and running the rapids which gives the sport of river rafting its distinct allure and sets it apart from, for example, a trip down the giant slide at a manmade amusement park. We do not want to frighten you or to reduce your enthusiasm for whitewater rafting, but we believe it is important to address these risks.

**ACKNOWLEDGMENT & ASSUMPTION OF RISKS: I, \_\_\_\_\_,**  
(*print Participant’s full name*) hereby acknowledge that I understand that participating in Permittee’s whitewater river trip, whether on a paddle raft, oar raft, kayak, or any other vessel, is an outdoor adventure activity conducted in a wild and uncontrolled environment with inherent risks and hazards where serious accidents can occur which could result in death, personal injury or property damage. Examples include violent movement of the raft while in rapids causing the raft to overturn or the occupants to be thrown into the water or being thrown about inside the raft and colliding with co-participants or objects; or the participant striking, or being entrapped by, surface or subsurface rocks, trees and other forms of natural objects, other boats or debris while floating in the water; or illness or injury from exposure to extreme temperatures or inclement weather; or stumbling or falling while walking, hiking, or boarding the rafts, or while carrying the rafts or other items; or suffering injury from encounters with animals, wildlife or insects while camping or picnicking; and the exacerbation of injury due to the unavailability of immediate medical attention while on the river or in the wilderness. I understand that the general difficulty of rivers is rated Class I to V, and that Class IV and V represent the most difficult and dangerous levels of whitewater where the risks are greatly increased. I also understand that there are likely other unknown risks inherent to the activities in which I will be engaged. Acknowledging the foregoing, **I EXPRESSLY ASSUME ALL RISKS OF MY WHITEWATER AND OTHER ACTIVITIES, WHETHER KNOWN OR UNKNOWN TO ME.**

**RELEASE FROM LIABILITY:** Since all whitewater activities are dangerous, and in consideration of being allowed to participate in such 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, COUNTY 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.**

By signing this document: (1) I 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 Permittee’s or the State, County or U.S. Government’s (the “**Permitter’s**”) negligence; (2) I absolve and release the Permittee and Permitter from the consequences of their respective negligence or other fault, including without limit, rescue efforts, and defects in equipment, and (3) I agree to protect, hold harmless, indemnify and defend the Permittee and Permitter against any legal actions or other claims for damages arising from my injury, death or property damage. **I UNDERSTAND THAT BY SIGNING THIS DOCUMENT 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 or Permitter or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither Permittee or Permitter 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 and Permitter including their respective agents, employees, officers, directors, and shareholders.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
(*Signature of Participant or parent or legal guardian if participant is under 18 years of age*)