

WHITE WATER RAFTING WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is participating in white water rafting with AAM's Mild To Wild Rafting shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or guardian when the Participant is under the age of 18. The Undersigned agree and understand that participating in white water rafting, swimming, wading, hiking, climbing on rocks and slopes, camping, portaging and traveling to and from the activity site (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned agree and understand that there are dangers and risks associated with participating in the Activity and that **INJURIES AND/OR DEATH** may result from engaging in the Activity. The Undersigned agree and understand that **risks include, but are not limited to, the following:**

Changing weather conditions, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, swimming, overturning, improper use of equipment, jumping off rocks, carrying rafts and other equipment, entrapment of feet or other body parts under rocks or other objects, equipment failure, dehydration, sunburn, driving to and from the ACTIVITY site, and mental distress from exposure to any one of the above.

3. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Additionally, in consideration for allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** AAM's Mild To Wild Rafting Inc or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

5. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

6. In consideration for allowing Participant to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the Activity

