

**RELEASE of LIABILITY and ASSUMPTION of RISK AGREEMENT**

TRIP PARTICIPANT \_\_\_\_\_ ( ) HAVE YOU RAFTED WITH SEQUOIA ADVENTURES, LLC BEFORE? \_\_\_\_\_  
 (Yes or No)

This is a release. Read it carefully and sign below. This release essentially says that I know I am going on a whitewater rafting trip - not an amusement park ride or a walk in the park. This activity occurs in an Outdoor Environment where not every event can be planned for or avoided, accidents can/do occur frequently.

If I get hurt, die, or damage my belongings, I will not expect Tulare County, US Army C.O.E., Sacramento District and **SEQUOIA ADVENTURES, LLC**, it's owner, operators, agents, employees, partners and associates to be legally responsible or pay for any damages occurring within or as a result of engaging in this activity.

In consideration of the services of **SEQUOIA ADVENTURES, LLC**, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as **SEQUOIA ADVENTURES, LLC**). I hereby agree to release and discharge **SEQUOIA ADVENTURES, LLC**, on behalf of myself, my children, my parents, my heirs, assignees, personal representative and estate as follows:

I acknowledge and understand that a whitewater rafting trip, whether on a raft, an oar boat, a kayak, or any other type of vessel, or bus is an outdoor adventure activity which entail known and unanticipated risks which could result in bodily 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. I acknowledge and willingly assume all risks and hazards in whitewater rafting and river related camping, including but not limited to, loss of control of the raft, collision with other participants, rocks, trees, and any portion of the interior of the raft, other rafts, and any other manmade or natural obstacles, whether they are obvious or not; submersion in water, drowning, encounters with animals, wildlife and insects, exposure to extreme temperatures and inclement weather, wilderness terrain and unavailability of immediate medical attention in case of injury. I further understand and acknowledge that **SEQUOIA ADVENTURES, LLC**, may provide safety lines in its boats to assist participants in stabilizing themselves. Although safety lines assist participants from falling out of a boat, safety lines may present an increased risk of injury. Use of safety lines is totally voluntary. Finally, I understand that class III and IV represent medium and difficult levels of whitewater and recognize that the risk associated with whitewater rafting are increased. Venue of any dispute shall be in the county of Tulare, California

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. In the event I file a lawsuit against SEQUOIA ADVENTURES, LLC, I agree to do so solely in California, County of Tulare and I further agree that substantive law of the state of California shall apply in that action without regard to the conflict of law rules of California.**

In consideration for **SEQUOIA ADVENTURES, LLC**, allowing me to participate on this trip, I voluntarily agree to release, forever discharge, and agree to indemnify and hold harmless **SEQUOIA ADVENTURES, LLC**, and their owners, officers, agents, and employees for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, or any other act or omission which causes the undersigned illness, injury, death and damages of any nature in any way connected with my participation in this activity or may use of **SEQUOIA ADVENTURES, LLC'S** equipment or facilities, **including any such Claims which allege negligent acts or omissions of SEQUOIA ADVENTURES, LLC**, I also expressly agree to release and discharge **SEQUOIA ADVENTURES, LLC**, their owners, officers, agents, and employees from any act or omission of negligence in rendering or failing to render any type of emergency of medical services. **In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against SEQUOIA ADVENTURES, LLC**, and all other parties and affiliates named herein even if they negligently or by some other acts or omission cause the injury or damage.

As parent or legal guardian of a participant under 18 years of age, I give **SEQUOIA ADVENTURES, LLC**, its agents, employees, and associates permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of **SEQUOIA ADVENTURES, LLC**. Personal medical and travel insurance is strongly advised.

Should **SEQUOIA ADVENTURES, LLC** or anyone acting on 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.

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 have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. **SEQUOIA ADVENTURES, LLC**, reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of **SEQUOIA ADVENTURES, LLC**, while on this trip. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I hereby agree that **SEQUOIA ADVENTURES, LLC**, may use film or photographic records of this rafting trip for its promotional and/or commercial purposes.

**I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS WHICH IS BINDING ON MYSELF, MY HEIRS, MEMBERS OF MY FAMILY, ASSIGNS, PERSONAL REPRESENTATIVES AND ESTATE. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN WHITEWATER RAFTING. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS. 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 SEQUOIA ADVENTURES, LLC WHITEWATER RAFTING 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 I AGREE TO BE BOUND BY ITS TERMS. I am the Person or the Responsible Person for a minor involved in this activity.**

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ Age ( )

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_ TRIP DATE: \_\_\_\_\_

**PARENT'S or GUARDIAN'S INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER AGE OF 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by **SEQUOIA ADVENTURES, LLC** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **SEQUOIA ADVENTURES, LLC** 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/Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please fill in the following information about yourself (if rafting) or ***bottom half for any minor*** that you are signing for. Thank you.

(Adult's) Name \_\_\_\_\_

Birth Date \_\_\_\_\_ Male  Female

In case of emergency, contact: Name \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

Do you have any medical conditions or physical handicaps that we should be aware of?

No  Yes,  If yes, please explain \_\_\_\_\_

Are you allergic to: Bee stings? No  Yes  Foods? No  Yes  If yes, please explain \_\_\_\_\_

Other? No  Yes  If yes, please explain: \_\_\_\_\_

Do you know how to swim? Yes  No  Let your river guide know, if NO.

**PLEASE COMPLETE FOR THE MINOR FOR WHOM YOU ARE SIGNING**

Please fill in the following information about this minor that you are signing for

(Minor's) Name \_\_\_\_\_

Birth Date \_\_\_\_\_ Male  Female

In case of emergency, contact: Name \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_

Do you have any medical conditions or physical handicaps that we should be aware of ?

No  Yes,  If yes, please explain \_\_\_\_\_

Are you allergic to: Bee stings? No  Yes  Foods? No  Yes  If yes, please explain \_\_\_\_\_

Other? No  Yes  If yes, please explain: \_\_\_\_\_

Do you know how to swim? Yes  No  Let your river guide know, if NO.

I certify that I have custody or am the legal guardian of said minor by court order, or have permission from the Parent/Guardian of said minor NOT holding SEQUOIA ADVENTURES, LLC liable in ANY way for any activities, actions or occurrences/events related to this trip. I agree that in the event said minor requires medical or surgical treatment while under the supervision of said recreational personnel in connection with the described activity, such supervisor may authorize treatment. I also agree to pay all medical, hospital, or other expenses which said minor may incur as a result of such treatment.

Parent/Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

SEQUOIA ADVENTURES, LLC