

LIABILITY RELEASE & ASSUMPTION OF RISK

READ THIS DOCUMENT, AS IT EFFECTS YOUR RIGHTS AND LIMITS LIABILITY OF DOWNSTREAM RIVER RUNNERS, INC. AND INFORMS OF RISKS WHICH MAY BE ENCOUNTERED.

I am aware that certain risks and dangers may occur from rafting on whitewater river trips with Downstream River Runners, Inc. These risks include, but are not limited to, hazards of and injury to person and property while traveling in a raft on the river, accident or illness in remote places without medical facilities, the forces of nature, and travel by bus, auto, van, or other conveyance.

I specifically understand that Downstream River Runners, Inc. provides foot cups in its rafts to assist participants in stabilizing themselves. I also understand that in certain situations the use of the foot cups can present an increased risk of knee, ankle or other injuries because of the restrictive nature of the foot cups. Thus I understand that the use of the foot cups inside the raft is optional and that I assume the risk of rafting whether I use the foot cups or not.

I certify that I, my family, and any minor children accompanying me are fully capable of participating in the activities involved in running rivers. I assume full responsibility for myself, my family, and any minor children accompanying me for bodily injury, death, loss of personal property and expense thereof.

I understand that the wetsuits, wetsuit boots, and splash jackets are provided for my comfort and safety. I have examined those items before putting them on and have found them in good condition. I agree to take care of them in a responsible manner, and return them at the end of the trip. I agree to pay a repair fee for any damages I might cause and furthermore I agree to pay full replacement cost for any item mentioned above if lost or stolen. Repairs or replacement costs shall be paid within one week of the trip.

As part payment for the right to participate in the river trip from the pre-embarkation rendezvous until trip completion, and for the services and food arranged or supplied by Downstream River Runners, Inc., its owner, agents, and employees and associates, I hereby assume all of the above risks and, except in the case of gross negligence, will hold Downstream River Runners, Inc., its owners, agents, employees and associates harmless from any and all liability, actions, causes of actions, debts, claims and demands of every kind and nature whatsoever which I now have or which may arise out of or in connection with my trip or participation in any activities with Downstream River Runners, Inc., its owner, agents, employees or associates. This signed statement shall serve as a release and assumption of risk for my heirs, executors, and administrators, and for all members of my family, including minors accompanying me.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties, to which Downstream River Runners, Inc. or its agents is a party, shall be either the City of Monroe, Washington, Justice Court or the County or State Supreme Court in Snohomish County Washington.

Downstream River Runners, Inc. reserves the right to take photographic or film records of any river trip and use them for promotional purposes without fee.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT.

_____ NAME		_____ SIGNATURE (GUARDIAN IF A MINOR)		
_____ RIVER	_____ DATE	_____ ADDRESS		_____ (PLEASE PRINT LEGIBLY)
_____ SUIT	_____ BOOTS	_____ CITY	_____ ST.	_____ ZIP
_____ E-mail address (for digital pictures!)		_____ HOME PHONE		_____ WORK PHONE