

Lewis & Clark Trail Adventures GUEST ACKNOWLEDGEMENT OF RISK

I recognize that there is an element of risk in any adventure, sport, or activity associated with the outdoors. I am fully cognizant of the risks and dangers inherent in whitewater rafting, kayaking, canoeing, river floating, walking, hiking, climbing and biking and have been informed of known special hazards in such activity. A copy of a notice of such hazards is attached hereto and made a part hereof, and I, and the adult members of my family, have read the same. I certify that my family and I, including minor children, are fully capable of participating in the said activity.

The hazards and risks (together referred to as "risks") of the use of the watercraft or bike include the following: entering, exiting and operating the watercraft; water which may be fast, deep, cold, and subject to rapid change; objects which may be encountered in and out of the water, and which may not be obvious, including debris, trees, rocks, boulders, dams, bridges, and other hazards; the watercraft may overturn, swamp and sink and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft. Risks of other activities include those associated with camping, hiking and moving on and over terrain, including the shoreline, the premises of Provider and others, and elsewhere, which may be unstable, steep and slippery and wet rocks, trees, and other objects may *fall*, and man-made and natural structures may fail; animals, including poisonous reptiles, and poisonous plants may cause harm; swimming in unfamiliar surroundings may cause entrapment, injury from slips and falls and drowning. Other risks include errors in judgment of Provider's staff and other participants, including the improper assessment of capabilities and conditions pertaining to the activities; certain activities may be instructional, and designed to extend the skills of participants; equipment may be misused or may fail because of manufacturing defects or otherwise; collisions may occur while traveling by vehicle to and from the activities; the activities are subject to the unpredictable forces of nature, including exposure to the sun, cold, wind, hail, lightning, flash floods and other such phenomena; activities may take place in remote places, significantly delaying emergency medical care and evacuation.

Therefore, I assume full responsibility for personal injury to myself and/or to members of my family, or for loss or damage to my personal property and expenses thereof as a result of my negligence or the negligence of my family participating in said activity except to the extent such damage or injury may be due to the negligence of Lewis & Clark Trail Adventures. I further understand that Lewis & Clark Trail Adventures reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in whitewater rafting, kayaking, canoeing, river floating, walking, hiking, climbing and biking.

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the providers ordinary negligence that are the result of the providers failure to exercise reasonable care.

Participant _____ Spouse (Participant) _____

Minor Participants _____

I have read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation of the said activity.

Parent/Guardian _____

Participant Signature _____ Date _____

(If both parents are in attendance, both should sign.)