

ASSUMPTION OF RISK

For participation with Nate's Rogue Adventures

Section 1

- A.** The risk of injury from the activities involved in a Nate's Rogue Adventures (hereafter referred to as NRA) river rafting trip is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and I understand that.
- B.** Damage to or loss of property, personal injury or fatality may occur due to the capsize of a raft, kayak or other water craft, collision of a raft, kayak or other vessel with a vehicle, bridge, other water craft, rock, log, tree, or other object in the river or on shore. Damage to or loss of property, personal injury or fatality may occur due to immersion in cold water and hypothermia (significant loss of body heat), entrapment in or under the water due to a rock, tree, watercraft, loose equipment, river current or other object in the water, collision while swimming in swift or calm water with a rock, tree, water craft or other man-made or natural object in the water or on shore. Damage to or loss of property, personal injury or fatality may also occur due to vehicle accident while riding in vehicles operated by NRA, its agents, employees, or associates. Furthermore, I understand that advanced medical care, medical facilities, and the availability of physicians and/or nurses, in the event of an accident or illness in remote places may be absent or substantially delayed. I understand that NRA does not carry satellite phones or radios and that cellular services is rarely available in the areas where NRA operates and that immediate communication with advanced medical personnel and/or government authorities is rarely possible; and,
- C.** In consideration of and as a part of payment for the right to participate in NRA trips or tours and the services and food arranged for me by NRA and its agents and associates, I certify that I have the necessary skills and ability to participate in this activity, and do voluntarily participate in this river trip and the related activities with the knowledge of dangers and risks involved, both known and unknown. By my signature below, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION; AND, I accept and assume responsibility for myself for injury, death and loss of or damage to personal property and expenses thereof as a result of my willful and wanton participating in this activity except to the extent such damage or injury may be due to the negligence of NRA. I hereby agree to assume all responsibility for myself and my property and hereby release and discharge NRA and its officers, directors, stockholders, employees, representatives, sub- contractors and agents from all claims, demands, and rights or causes of action for injuries or damages of any description which may occur as a result of my participation in this NRA trip.

Section 2

- A.** NRA and/or its associates and employees act only as agents for the client in making arrangements for trips and/or travel services with common carriers or other outfitters and/or guide services and for vehicle shuttle services, and accepts and assumes no liability or responsibility whatsoever for any damages, injuries, fatalities, losses, or delays due to any cause whatsoever, whether to person or property in connection with such services and/or arrangements. NRA shall not be held responsible for any act, omission, or event during the time participants are aboard airlines, trains, buses, vans, or other common carriers or private passenger cars which are not operated by NRA and each trip member hereby agrees to release NRA from any and all liability in connection therewith. Participants are strongly advised to have personal medical insurance, along with baggage and camera insurance. It is understood that if emergency rescue evacuation should become necessary, the

expenses are the sole responsibility of the participant and not that of NRA. NRA reserves the right to accept or decline service to any person.

Section 3

- A.** I hereby agree to permit NRA employees and other guests to take photographs and make film records of the trip without further recourse or compensation to me. I understand and agree that such photographs and/or film records may be used for commercial and/or promotional purposes. I HAVE READ THIS ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

NAME OF PARTICIPANT _____

AGE _____ TRIP/DATE _____

ADDRESS _____ CITY _____

STATE _____ ZIP _____

EMAIL _____

SIGNATURE OF PARTICIPANT

DATE _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Under age 18 at time of Registration)

I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her assumption of risk as provided above.

PARENT/GUARDIAN _____

RELATIONSHIP TO MINOR _____

PARENT/GUARDIAN'S SIGNATURE _____

DATE SIGNED _____