

**LOWER KLAMATH RIVER PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of O.A.R.S. West, Inc., its agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "OARS"), I hereby agree to release and discharge OARS on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that boating, hiking and camping on rivers entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to third parties or to property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include, among other things:**

I can be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some whitewater rapids. It is possible that I could be injured if I come in contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the boat. Boats could turn over or I could be washed overboard. I can slip or fall during a hike, resulting in equipment damage or personal injury. Accidents can occur getting on and off the boat, during hikes and in camp. Boats are slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke and heat-cramps. Also prolonged exposure to cold water can result in hypothermia and, in extreme cases, death. Accidental drowning is also a possibility. I could be hurt by unanticipated movement of rocks, soil or trees. I may be exposed to environmental hazards, biting or stinging animal life and forces of nature. I understand the trip (including camping) may take place in rugged outdoor conditions that contain inherent dangers due to weather, back-country terrain, the river environment, local flora and fauna and distance from hospital facilities. Furthermore, guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of my fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. 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. I am not relying on any oral, written or visual representations made by OARS including those made in brochures or other promotional materials, to induce me to go on this whitewater rafting adventure.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless OARS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of OARS equipment or facilities, **including any such claims which allege negligent acts or omissions of OARS.**

4. Should OARS or anyone acting on its 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.

5. I certify that I have adequate insurance to cover any injury or damages 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 agree to bear the costs of all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against OARS I agree to do so solely in the State of California, where OARS has its headquarters, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. I grant permission to OARS and other trip participants to make movies, videos and photographs and to use them for promotional and commercial purposes without recourse or compensation to me.

**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 OARS 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.

Signature of Participant (Under 18 included) \_\_\_\_\_ Date \_\_\_\_\_

Print Participant Name (please print clearly): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18 in addition to the above signature, name and date.)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by O.A.R.S. West, Inc., to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless O.A.R.S. West, Inc., 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.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Parent or Guardian Name: \_\_\_\_\_

**LOWER KLAMATH RIVER – DEPOSIT AND CANCELLATION POLICY**

A deposit is due at the time of booking; the balance is due 60 days prior to your trip. If you find it necessary to cancel your trip, notify us as soon as possible. Please see the cancellation fee schedule below. If you transfer from one trip to another, there is a \$50/person charge up until 60 days before the trip. Transfers made after this time will be treated as cancellations. All policies will be upheld.

<u>Date of cancellation</u>	<u>Cancellation Fee</u>
60 days or more prior to your trip	Full Deposit
59 days or less prior to your trip	Full Fare

Although it is unusual, we occasionally find it necessary to cancel a trip due to water fluctuation, or insufficient reservations (making the trip economically infeasible for us to operate). If we are unable to provide another trip that is satisfactory to you, we will refund your entire trip fee, but O.A.R.S. is not responsible for additional expenses incurred by members in preparing for the trip (e.g., non-refundable, advance purchase air tickets, equipment, medical expenses, etc.). We regret we cannot make exceptions for personal emergencies. For this reason, we strongly urge you to investigate trip insurance (see below).

**MEDICAL:** Under most circumstances, if you are of an adventurous spirit and in reasonable good health, you should have no problem enjoying an O.A.R.S. trip. People with heart trouble and pregnant women should have their physician's approval before taking a river trip. Please be advised our US Coast Guard approved personal flotation devices are rated to accommodate persons no **heavier than 260 pounds** and with a **chest size no larger than 56 inches**. We may decide, at any time, to exclude any person or group for any reason we feel is related to the safety of our trips.

**TRAVELERS' INSURANCE**

Based upon our years of experience with unexpected passenger cancellations, O.A.R.S. strongly recommends the purchase of short-term travelers' insurance policy. A brochure and application is enclosed in your confirmation packet. Please let us know if you'd like us to send additional forms. This policy offers accident, baggage and trip cancellation protection and offers a full refund if you cancel at any time for medical or health reasons. For further information you may call Travel Insurance Services directly at 800-937-1387.

**I certify that I have read and understand the deposit and cancellation policy and understand it is my responsibility to purchase or decline the travel insurance policy. I verify this by placing my initials here: \_\_\_\_\_**

Please Return to:  
**O.A.R.S. West, Inc.**  
P O Box 67  
Angels Camp, CA 95222  
209 736-4677  
209-736-2902 (Fax)