

Tour Code: \_\_\_\_\_

Booking #: \_\_\_\_\_

**MIDDLE FORK SALMON RIVER/MAIN SALMON RIVER**  
**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of O.A.R.S. Dories, 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, estate and all members of my family, including any minors accompanying me, as follows:

1. I acknowledge that boating 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. 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.

Furthermore, OARS' 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 am aware that this activity entails risks of injury or death. I understand that 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, including those risks not specifically identified. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I acknowledge I am not relying on any oral, written, or visual representations or statements made by OARS, including those made in its brochures or other promotional material, to induce me to participate in this activity.

3. I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself and my minor children (if any) for bodily injury, death, and loss of personal property and expenses thereof as a result of the inherent risks and dangers and of my negligence in participating in this activity.

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 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 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.

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)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

**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. Dories, 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. Dories, 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: \_\_\_\_\_

*Please complete and return to O.A.R.S. Dories, Inc., PO Box 67, Angels Camp, CA 95222-0067. You may fax the form to us at 209 736 2902. If you have questions, call 209-736 4677.*