

Tour Code: _____

Booking #: _____

CANYONLANDS VISITOR'S ACKNOWLEDGMENT OF RISK

In consideration of the services of O.A.R.S. Canyonlands, Inc., its officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "OARS"), I agree as follows:

Although OARS has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, OARS has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss of or damage to my equipment or accidental injury or illness, or, in extreme cases, permanent trauma or death. OARS does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

- Boating on rivers and through whitewater rapids
- Riding in a jetboat or motorized launch
- 4x4 vehicle trips over rough terrain
- Canyoneering/climbing
- Hiking and walking in camp and on trails and rocky ridges with steep and slippery slopes
- Bicycling on paved and dirt roads, slick rock, streams, trails and other unstable surfaces
- Swimming along rocky and sandy shores
- Riding in a shuttle vehicle and/or small plane
- Horseback riding
- Rappelling

I understand I may be exposed to sun, insects, cold water, environmental hazards, biting or stinging animal life and forces of nature. I can be jolted, jarred, bounced, thrown to and fro and shaken about through rapids, hitting sandbars or river debris, or traveling in a vehicle through rough terrain on extremely rugged roads. It is possible that I could be injured if I come in contact with storage containers or other fixed equipment necessary in the operation of the trip and the outfitting of the boat. Boats could turn over or I could be washed overboard. I can slip and fall during a hike. Boats are slippery when wet. Accidents can occur getting on and off boats. I could fall off or lose control of my bike. My bike, brakes or tires could malfunction. My vehicle could malfunction, come to sudden stops, experience impact, slide, roll or otherwise lose control. Ropes, knots and anchors may fail. Climbing harnesses can malfunction and falls may occur. Tack can malfunction, animals may spook and falls or drags may occur. Exposure to the natural elements could cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps. Prolonged exposure to cold water can result in hypothermia and, in extreme cases, death. Accidental drowning is also a possibility. Unanticipated movement of rocks, soil or trees could hurt me. Equipment could break down in a remote area.

I understand the trip may take place in rugged outdoor conditions (including camping) that contain inherent dangers due to weather, backcountry terrain, the canyon or river environment, local flora and fauna and extreme distance from hospital facilities. I understand that the planned itinerary may be changed on account of weather conditions, equipment problems or natural disasters, creating travel delays.

I am aware that whitewater boating and backcountry vehicle travel entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of OARS has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representatives and estate and for all members of my family, including minor children.

Signature of Participant (Under 18 included)	Print Participant Name (please print clearly)	Date
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If under 18, signature of Parent or Guardian	Print Parent or Guardian Name (please print clearly)	Date
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Address	City	State	Zip
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DEPOSIT & 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 your trip. Transfers made after this time will be treated as cancellations. All policies will be upheld.

Multi-day trips

<u>Date of cancellation</u>	<u>Cancellation Fee</u>
60 days or more prior to your trip	\$100 /person
59 days or less prior to your trip	Full Fare

1 Day trips

<u>Date of cancellation</u>	<u>Cancellation Fee</u>
30 days or more prior to your trip	\$25 /person
29 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 unfeasible for us to operate. If we are unable to provide another trip that is satisfactory to you, we will refund you 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. We reserve the right not to accept passengers weighing more than 260 pounds or with a waist/chest size exceeding 56 inches. If you exceed these requirements please give us a call. Also, 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 a 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:

Signature _____

Date _____

Please return to:
O.A.R.S. Canyonlands, Inc.
PO Box 67
Angels Camp, CA 95222
209 736-4677
209 736-2902 (fax)