

SUNSHINE RAFTING ADVENTURES, INC.
ASSUMPTION OF RISK & RELEASE OF LIABILITY AGREEMENT

Participant's full name : _____ (The "Participant") Age: _____ Email: _____

The river rafting trip (including, but not limited to, transportation to and from the Stanislaus River as well as any other events and activities related to the river rafting trip and hereinafter collectively referred to as the "Rafting Program") is organized and provided, on the date as specified below, by Sunshine Rafting Adventures, Inc. and by its agents, owners, officers, directors, volunteers, participants, employees, instructors, contractors, and all other individuals or entities acting in any capacity on its behalf (hereinafter collectively referred to as "Sunshine Rafting").

"The Undersigned" means (i) only the Participant when such Participant is 18 years of age or older, or (ii) both the Participant and the Participant's parent or legal guardian ("Guardian") when the Participant is under 18 years of age.

Sunshine Rafting Adventures, Inc. would like you to be aware of certain risks and dangers which exist and which are inherent in any river rafting activities. These risks are impossible to eliminate by even the most prudent and careful planning and conduct on the part of Sunshine Rafting. Participating in these activities entails unavoidable risk of loss of life, personal injury, illness, loss of consortium, and loss of or damage to personal property.

The Undersigned hereby:

- acknowledges, understands, and agrees that river rafting, which constitutes the main part of the Rafting Program, is a hazardous activity and entails both known and unanticipated risks, which could result in physical or emotional injuries, paralysis, death, or other damage to the Participant, to the Participant's property, or to third parties; and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury or death does exist;
- accepts and assumes all such risks, both known and unknown, even if arising from the negligence of Sunshine Rafting, including but not limited to, loss of or damage to personal property, injury or fatality due to the capsizing of a raft, collision with a vehicle, boat, rock, log or tree, immersion in water or hypothermia, falling while aboard a vessel or on shore, accident or illness in remote places without medical facilities, and exposure to temperature extremes or inclement weather;
- understands and agrees to be financially responsible for any medical treatment and any necessary emergency evacuation resulting from the Participant's participation in this Rafting Program;
- further certifies that the Participant has no medical or physical conditions, which could interfere with the Participant's safe participation in this Rafting Program, or else the Undersigned is willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition;
- agrees and warrants that (i) the Participant will follow all rules, regulations, and instructions given by Sunshine Rafting while participating in the Rafting Program, and (ii) if the Participant observes any unusual and significant hazard during the Rafting Program, the Participant will remove himself/herself from participation in the Rafting Program and will bring the hazard to the attention of Sunshine Rafting immediately;
- voluntarily releases, forever discharges, and agrees to indemnify and hold harmless Sunshine Rafting from any and all claims, demands, causes of action, or damages for personal injury, death, or property damage or loss resulting from, or which are in any way connected with the Participant's participation in this Rafting Program or his/her use of Sunshine Rafting's equipment or facilities, including any such claims which allege negligent acts or omissions or any other fault of Sunshine Rafting;
- acknowledges, understands, and agrees that Sunshine Rafting shall have the right to accept or deny service to any individual and entity;
- agrees to pay for all costs associated with damage to or loss of Sunshine Rafting's property resulting from the Participant's carelessness or inattention;
- grants permission to Sunshine Rafting (and any individual or entity acting on its behalf) to take photographs or videos of the Participant during the Rafting Program and to use said photographs or videos for any purpose, including commercial or advertising purposes, without any compensation to the Undersigned;
- understands and agrees that the parking areas located at Horseshoe Park and at Orange Blossom Park in Knights Ferry ("Parking Area(s)"), are not owned or operated by Sunshine Rafting, and thus Sunshine Rafting does not assume any responsibility for Participant's use of such Parking Areas;
- understands and agrees that the transportation to and from the Stanislaus River is provided by either Sunshine Rafting Adventures Inc., Beyond Limits Inc., River Journey, Inc. or Delta Charter Bus Inc. and Sunshine Rafting Adventures Inc. shall assume no responsibility whatsoever in case of loss, theft of, or damage to the Participant's possessions while being transported to and from the Stanislaus River;
- agrees that in the event that the Undersigned decides to file a lawsuit against Sunshine Rafting, the Undersigned will do so solely in the state of California (USA);

Date ____/____/____

Participant's Signature: _____

Name of Guardian (if the Participant is under 18): _____

Signature of Guardian: _____