

## WAIVER OF LIABILITY | ASSUMPTION OF RISK | INDEMNIFICATION

I represent and warrant that I am an adult of 18 years of age or older,\* and I have the legal and mental capacity to enter into this Waiver of Liability | Assumption of Risk | Indemnification Agreement ("**Agreement**").

1. **Waiver.** In consideration of being permitted to participate in the river rafting programs provided by Sunshine Rafting Adventures, Inc., River Journey Adventures, LLC, and Beyond Limited Adventures, Inc., to the extent permitted by law, I, for myself, my heirs, personal representatives, an/or assigns, do hereby release, waive, discharge, covenant not to sue, and agree to indemnify and hold harmless Sunshine Rafting Adventures, Inc., River Journey Adventures, LLC, and Beyond Limited Adventures, Inc., its officers, employees, and agents (collectively the "**Indemnified Parties**") from any and all liability, loss, property damages, claim, demands, and possible causes of action (including all costs and attorney's fees incurred by the Indemnified Parties in enforcing this Agreement), that may otherwise accrue from any loss, damage, or injury (including death) to my person or property, in anyway resulting from, or arising in connection with, or related to my participation in Indemnified Parties' activity or transportation, whether or not such injury, loss, or death is caused by negligence or from any other cause.

2. **Assumption of Risk.** Participation in river rafting activities provided by the Indemnified Parties carries with it certain risks that cannot be eliminated regardless of the care taken by the Indemnified Parties to avoid injuries. The specific risks vary from one activity to another, but the risks may include, but are not limited to: (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, broken or sprained bones or tendons, heart attacks, hypothermia, illness in remote places, and concussions; and (3) catastrophic injuries including paralysis and death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent. I hereby assert that my participation is voluntary, and I knowingly assume all such risks term.

3. **Duties of Undersigned.** I understand and agree to be completely financially responsible for any and all medical treatment and any necessary emergency evacuation resulting from my participation in any river rafting program provided by the Indemnified Parties. I further swear or affirm that no medical, physical, or psychological condition exists that could prevent my safe participation in river rafting activities. Nevertheless, should I, at any time, find that any condition or activity is unsafe or offensive to me or to any minors under my custody and control, I acknowledge that I can avoid such condition or activity by, among other things, leaving the river rafting activities and informing an agent of the Indemnified Parties of my departure. I further understand that no refund will be given if I leave any activity early.

If, as a result of my carelessness and inattention, property belonging to the Indemnified Parties is damaged or destroyed, then I agree to pay all repair and/or replacement costs.

I grant permission to the Indemnified Parties to use photographic, video, or images of my likeness taken during any river rafting activity for marketing or other pecuniary purposes.

4. **Governing Law and Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action arising under this Agreement will be in the state or federal courts of Stanislaus County, California. I further expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. **Acknowledgment of Understanding.** I have read this Agreement, fully understand its terms, and understand that I am giving up my rights, including my right to sue. I acknowledge that I am signing the Agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release to the greatest extent allowed by law.

\* Name/Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_