

MARIAH WILDERNESS EXPEDITIONS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

This is a release. Read it carefully before signing. This release essentially states that I know I am going on a whitewater rafting trip in a wilderness/outdoor environment -- not on an amusement park ride or to an air-conditioned shopping mall. As a result of the inherent risks in this activity, I know I may die, get hurt, or damage my belongings. If any of these occur, I understand that I cannot make a claim, sue, or expect MARIAH WILDERNESS EXPEDITIONS, its owners, officers, agents, employees, and associates including Pacific Gas and Electric Company, Placer County Water Agency, Sacramento Municipal Utility District, the State of California, its Department of Parks and Recreation and the United States Bureau of Reclamation (hereinafter referred to collectively as RELEASEES) to be legally responsible or pay for any damages.

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK: I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this whitewater rafting trip with RELEASEES. Certain risks are inherent in any recreational activity and cannot be eliminated, altered, or controlled, and these risks that contribute to the unique character of the activity can also be the cause of injury, illness, death, and damages. I know and fully understand that a whitewater rafting trip, whether on a raft, oar boat, kayak, or any other type of vessel, is an outdoor adventure activity in wilderness environment with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries and property damage. Also, I understand that **Class IV and V** represent the most difficult and dangerous levels of whitewater and recognize that the risks associated with whitewater rafting are greatly increased.

I acknowledge and willingly assume all risks and hazards in whitewater rafting and river-related camping from the pre-embarkation, rendezvous until the conclusion of the trip, including, but not limited to: (1) loss of control of the raft, fall in, out, or any about the raft, collision with other participants, equipment, other rafts, rocks, trees, and any other portion of the interior of the raft, and any other man-made or natural obstacles, whether obvious or not; (2) judgement, decision-making, and conduct of the guides; (3) submersion in water, drowning; (4) encounters with animals, wildlife and insects; (5) exposure to wilderness environment, extreme temperatures, and inclement weather, remote areas, wilderness terrain, including travel by foot or vehicle in any related to this activity, whether at camp or elsewhere; (6) assistance in lifting and/or carrying rafting equipment; (7) rescue-related injuries; and (8) unavailability of immediate and appropriate rescue aids.

I further understand and acknowledge that RELEASEES provide foot cups in some of its boats to assist participants in stabilizing themselves. Use of foot cups may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. **Use of foot cups is voluntary.** I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, anticipated or unanticipated may also exist and result in injury, illness, disease, death, or damage. My participation in this activity is voluntary and I elect to do so at my own risk.

RELEASE: In consideration for RELEASEES allowing me to participate in this trip, I voluntarily agree to release, discharge, and hold harmless RELEASEES for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with my participation in this rafting activity. I also expressly agree to release and discharge RELEASEES from any act or omission of negligence in rendering or failing to render any type of rescue, emergency, or medical services. In signing this document, I fully recognize and understand that if I (Or any minor on whose behalf I am signing this release) am Hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against RELEASEES, even if they negligently or by some act of omission cause injury or damage.

I further agree to hold harmless, defend, and indemnify RELEASEES from all defense costs, including attorney's fees incurred in connection with claims for bodily injury, wrongful death, or property damage sustained by any minor on whose behalf I am signing under 18 years of age, or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity.

As a parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this whitewater rafting trip, and I sign this release on their behalf and on the behalf of the minor's parents and/or legal guardians. In addition, I give RELEASEES permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of RELEASEES. **Personal medical and travel insurance is strongly advised for all participants.**

RELEASEES reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of RELEASEES while on this trip. I also certify that I and any minor on whose behalf I am signing are physically and mentally capable of participating in these activities. I hereby represent that I have informed RELEASEES of any pertinent medical conditions that may affect my or the minor's participation in these rafting activities. I hereby agree that RELEASEES may use film or photographic records of this rafting trip for its promotional and/or commercial purposes.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Mariah Wilderness Expeditions or its agents is a party shall be either the town of Placerville, California Justice Court or the County or State Supreme Court in El Dorado County.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THIS WHITewater RAFTING ACTIVITY. I UNDERSTAND THAT IT IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED, MARIAH WILDERNESS EXPEDITIONS AND ALL RELEASEES AS PREVIOUSLY LISTED AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIONS OR STATEMENTS BY MARIAH WILDERNESS EXPEDITIONS AND ALL RELEASEES OR BY THE UNDERSIGNED. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

ATTENTION: Members of the same family need only complete one Risk and Release Form, but all members of the family must sign.

Signatures X _____ X _____
X _____ X _____
X _____ X _____

As parent or guardian of a participant under 18 years of age, I have read and voluntarily agree that (minor) _____

_____ may participate on any activity offered by Mariah Wilderness Expeditions. In addition, I give Mariah Wilderness Expeditions, its agents, employees, and associates, permission to treat said minor in case of an emergency or accident.

Date: _____ Age of Minor: _____ Parent, or Legal Guardian: _____

Signature

PLEASE COMPLETE BOTH SIDES