ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK & RESPONSIBILITY, RELEASE OF LIABILITY

WARNING: Although precautions are taken to provide a safe and enjoyable experience, there can be no guarantee of absolute safety against injury and accident. There are significant elements of risk in any adventure, sport, or activity associated with the outdoors or wilderness including but not limited to camping, hiking, rock climbing, the use of watercraft (all referred to herein as activity), and the use of any related equipment.

ACKNOWLEDGMENT OF RISKS: I recognize that there are inherent dangers both known and unknown in the activity and those risks may result in serious injury including permanent paralysis or death. Camping / Hiking / Rock Climbing Risks include but are not limited to: 1) Falls; 2) Cold weather related injuries; 3) Heat related illnesses including heat exhaustion and heat stroke; 4) Altitude related sicknesses including acute mountain sickness, pulmonary edema, cerebral edema and/or retinal hemorrhage; 5) An act of nature which may include inclement weather, avalanche, rock fall, crevasse fall, and severe or varied temperature or winds; 6) River crossings, or travel including travel to or from the activity; 7) Risk associated with crossing, climbing, or down climbing rock, ice, or snow; 8) Varied diet and water source; 9) The presence of insects or wild animals.

Use of Watercraft Risks include but are not limited to: 1) Changing water flow or currents; 2) Natural or manmade objects whether submerged, semi-submerged, floating, or overhanging; 3) Inclement weather, varies or severe wind, temperature, and weather conditions; 4) Stability characteristics of my watercraft, and my physical coordination and ability to control the craft or follow directions; 5) Getting into or out of the watercraft; 6) Collision, capsizing or sinking which can result in wetness, injury, exposure, hypothermia, and/or drowning. I agree to wear a U.S. Coast Guard approved Personal Flotation Device while in or upon the water.

I realize that personal property may be damaged or lost, that certain foreseeable and unforeseeable events including equipment malfunction or failure, can contribute to the unpredictability of the risks, dangers, and hazards of the activity; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; that I should ask about other potential risks, dangers, and hazards and recommended precautions and procedures; and that wearing appropriate clothing and footwear for all activities are basic safety precautions.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I (or the participant) is physically and mentally capable of participating in the activity and/or using equipment. I participate willingly and voluntarily and I assume full responsibility for injury, accidents or illness, including death. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur.

I assume the risk(s) of injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, drowning, and/or death; and acknowledge that during the activity I may experience fatigue, chill and/or dizziness which may diminish my reaction time and increase the risk of an accident.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to objectives.

MEDICAL TREATMENT RELEASE: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I represent that my consent to medical treatment is legally sufficient and that no consent from any other person is required by law. I either have appropriate insurance or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

PROMOTIONAL MATERIAL RELEASE: I agree that any film, photographs, media of me, and any spoken comments or writen evaluations, become your property and may be used for any advertising, promotional or commercial purposes.

WATER FLOW: Water flows in the South Fork American River result from releases from facilities located upstream. Such water releases are not subject to the control of El Dorado county or commercial rafting companies operating under permits from El Dorado County.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, and heirs, personal representatives or assigns, hold harmless and do hereby release: Rock-N-Water, its principals, shareholders, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency, including the State of California, Department of Parks and Recreation, and the Bureau of Reclamation, upon whose property or by who's permission an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence). The venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Rock-N-Water or its agents is a party shall be either the town, city or village of Placerville, California justice court of California in El Dorado County.

Please use a BLACK or BLUE pen

Participant Info: A B C D E F G H I J K L M N O P Q R S T U V W X Y Z 1 2 3 4 5 6 7 8 9 0 ☒ ☑

First: Last:

Phone: - - Birth date: (MM-DD-YY) - - ☐ Swimmer ☐ Non-Swimer

Street:

City: State: Zip:

Email:

List All Allergies:

Medical Conditions & Medications:

Anything else we should know:

Emergency Contact: (Not on the trip)

Name Phone: - -

Signiture(s):

I HAVE READ THE FOREGOING ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

Parent/Guardian Signiture (If Participant is under 18) Date (MM-DD-YY) - - Participant's Signiture

One Form Per Person