

# Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

**WARNING:** There are significant elements of risk in any adventure, sport or activity associated with the outdoors and / or wilderness and the use or presence of watercraft, including but not limited to kayaks, rafts, oar boats and glacier hiking and ice climbing equipment, including crampons, ski poles, climbing harnesses and associated ice climbing hardware (referred to herein as “activities”), and the use of any related equipment. In consideration of the services of NOVA RIVER RUNNERS INC., their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “the concessionaire”), I agree as follows:

Although the concessionaire has taken reasonable steps to provide you with appropriate equipment and/or skilled guides, so you can enjoy an activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, or accidental injury, illness or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the activity, but we do think it is important for you 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:

1: Changing water flow:

2: Collision, with other participants, any portion of the interior of the craft, other watercraft, man-made or natural objects, including overhanging, submerged and/or semi submerged trees, branches, rocks, boulders and ice:

3: Cold weather and heat related injuries and illnesses including frostbite, heat exhaustion, sunstroke, and dehydration:

4: Inclement weather, lightning, variances and extremes of wind, weather and temperature encounter with or attack by insects, reptiles, and animals:

5: My sense of balance, physical coordination, ability to swim, walk and/or follow instructions:

6: Loss of control of the craft, collision, capsizing, and sinking of the craft, which can result in wetness, injury, exposure to the elements, hypothermia and/or drowning:

7: Getting in or out of the craft:

8: Travel, including hiking, portaging and travel to or from the activity:

9: The presence of marine life forms:

10: Accidents or illnesses occurring in remote places where there are no available medical facilities.

11: Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident. I am aware that this activity entails risks of injury or death to myself. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate despite the risks.

I possess at least the following qualifications, which I understand are prerequisites to participate in this activity:

A, I am (we are) physically and mentally capable of participating in the activity and/or using the equipment.

B, I am (we are) safety conscious and acknowledge that wearing a type V personal flotation device (“PFD”) while in or upon the watercraft is a basic safety precaution and is required. I/we will consider wearing a helmet when running rapids equivalent to or greater than the AWA Class IV.

C, I recognize that if there are “foot cups” in a craft, they may assist in stabilizing participants and keeping them from falling out of the craft. I am aware however, their use may present an increased risk of knee, ankle, or other injuries because of restricted movement. Any use is strictly voluntary and at my/our own risk.

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D. I recognize that I will be outfitted as needed for the activity with hiking or mountaineering boots, helmet, crampons, ice creepers, harness, ice axe and ski pole for either glacier hiking trips and ice climbing instruction. I am aware however their use can contribute to tripping and falling which may incur injuries. Any use is at my own risk.

I certify that I am (we are) fully capable of participating in these activities. Therefore, I assume full responsibility for myself, including any minor children, for which I am responsible, for bodily injury, accidents, illnesses, death, loss of personal property, and expenses thereof because of those inherent risks and dangers.

I myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND WAIVER NOVA RIVER RUNNERS INC., its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss, or damage to persons or property incident to my involvement or participation in these programs, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE to the fullest extent permitted by law.

I release claim to and allow the use of any photographic or video material of myself taken by NOVA for marketing their activities.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be binding upon myself, my heirs, assigns, personal representative and estate, and for all members of my family including any minors accompanying me.

Participant’s Name: (printed)

Age

Signature / Date

\_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
/ \_\_\_\_\_

Phone: \_\_\_\_\_

List known allergies to plants, insects or medications:  
\_\_\_\_\_

Describe if currently under a doctor’s care or taking prescribed medications:  
\_\_\_\_\_  
\_\_\_\_\_

**If Participant is under 18, the Parent or Legal Guardian must also sign:**

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