

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Environmental Traveling Companions, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ETC"), I hereby agree to release, indemnify, and discharge ETC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that hiking, camping, backpacking, river rafting, and sea kayaking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping and falling; falling objects; travel in remote areas; water hazards; accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause cold shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; large waves; whitewater rapids will be encountered and I can be jolted, jarred, bounce, and shaken about during rides through some of these rapids; rafts could turn over or I could be "washed" overboard resulting in having to swim rapids risking collision with rocks and entanglement in trees; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ETC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ETC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ETC's equipment or facilities, **including any such claims which allege negligent acts or omissions of ETC.**
4. Should ETC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against ETC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I hereby release, waive, and relinquish all claims and legal actions for personal injury, wrongful death or property damage against the U.S. Department of the Interior – Bureau of Reclamation ("U.S. Government), State of California, its department of Parks and Recreation ("State") or its permittees arising as a result of my participation in the whitewater river trips and related activities described herein, my use of permittee's equipment, or any activities incidental there to include rescue activities; This release applies even if permittee and/or state and/or U.S. Government are negligent or otherwise at fault. I also agree to protect, hold harmless, defend and indemnify permittee, state and U.S. Government and hold them harmless from all claims and legal actions for personal injury, death, or property damage arising from my conduct; these indemnities apply even if permittee, state and U.S. Government are negligent or otherwise at fault.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ETC on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____
Address _____ City _____ State _____ Zip _____
Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by ETC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ETC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

For more information, please contact the Sea Kayak Program Manager at 415-474-7662 ext. 13 or kayak@etctrips.org