



Participant Name _____ Group: _____ Trip Date: ___/___/___

Phone _____ Birth date: ___/___/___ Male / Female / Other: _____

Address: (street, city, zip, country) _____

Email address: _____

Emergency Contact (Name / relationship / phone #) _____

Do you have any medical considerations that we should be aware of or that might limit or affect safe participation?

(please indicate “no” if that applies) _____

Do you have any (food) allergies? _____

How did you hear about us? _____

Please read this contract carefully. It is a legally binding agreement.

In consideration of being permitted to participate in a river trip with Wet Planet Rafting, Inc. d/b/a Wet Planet Whitewater and Wet Planet Rafting & Kayaking (“WPW.”), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant’s behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that participating in a river trip with WPW (hereinafter the “Activity”), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.** I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by WPW, the presence of which are integral to the adventurous nature of the Activity. The following list of dangers and risks that could cause physical or emotional injury or death is not exhaustive – I understand that there are many other dangers or risks associated with the Activity not listed below: 1) **Risks associated with boating and being around or in water, including:** falling into water; water immersion including drowning; jolting or jarring resulting in contact with hard objects including oars and your own paddles or those of other participants, boating equipment, the body parts of other participants, kayaks, and rocks; injurious contact with natural and manmade objects; collisions with jet boats; capsizing boats or kayaks; becoming tangled in ropes; getting trapped or caught beneath an overturned boat; foot entrapment; trapped limbs; striking and/or becoming entangled with strainers or other objects under the surface of the water; failure to understand and follow guide instructions; failure to properly control kayak as a result of lack of adequate knowledge, experience or skill; hypothermia; physical over-exertion; mental or physical shock; boating equipment malfunction; slipping, tripping or falling around or from boats; burning associated with hot surfaces and sun; and errors in guide judgment, or lapse in guide skill. 2) **Risks associated with transport in a motor vehicle, or being present near motor vehicles and associated equipment being used to put boat into the river, including:** all commonly understood risks of riding in a vehicle; risks associated with riding in a vehicle in remote terrain on backcountry or 4-wheel drive roads; lapse in driver judgment or skill; and injurious contact with the vehicle or equipment when outside the vehicle. 3) **Risks associated with camping or extracurricular activities on a watersports trip, including:** slipping, tripping or falling; allergen exposure; exposure to dangerous wildlife or insects; snake bites; bodily failure while carrying heavy objects; falling or slipping into the river while on shore; exposure to cliff ledges; flying man-made objects such as balls, frisbees, gear, or equipment; exposure to fishing hooks and lines; falling trees; moving objects associated with extreme weather; hail; lightning; flash flood; campfire burns; wildfire or uncontrolled camp or kitchen fire; food-borne bacteria or virus; water-borne bacteria or virus; kitchen or cooking related dangers; exposure to food allergens; landslides; rock-fall; mudslides; and dangerous water crossings. 4) **Risks associated with being on an outdoors trip with other participants and relying upon guides, including:** mentally or physically unstable or criminal trip participants; negligence by trip participants; all manner of outdoor injuries including brain injury, spinal injury, bone breaks, burn, internal injury, sickness or disease, exposure to airborne pathogens and viruses, including but not limited to contraction of Covid-19; hypothermia, heatstroke, sunburn, dehydration, and hyponatremia; getting lost; errors in guide judgment or lapse in guide skill; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; failure or lack of communication equipment; and inadequate or malfunctioning equipment. I understand that WPW has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death.

3. Participant’s Responsibilities and Representations: I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all guide instructions at all times

while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with WPW the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I have been informed of the increased risk associated with running higher classes of whitewater, particularly Class IV and V whitewater, and of the changing nature of such risk as water levels change. I understand that I am responsible for truthfully disclosing and notifying WPW of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume alcohol or marijuana during my trip, I will bear sole responsibility for myself and for any damages I may cause to WPW, its property or to other guests. I am not relying on any prior oral, written, or visual representations made by WPW, including in any website or promotional materials, to induce me to go on any adventure activity during my trip. With all of the foregoing in mind, I assume full responsibility for my own safety.

4. Medical Authorization: I hereby: 1) authorize WPW to undertake any emergency medical care for me; 2) authorize WPW and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold WPW harmless from any claims associated with such medical care and/or related transportation.

5. Application of Agreement to Minor Participants: In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am making certain commitments and representations on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant.

6. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

7. Agreement to Application of Washington Law and Selection of Forum: I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by Washington law, and that the exclusive jurisdiction for any claim shall be in the Klickitat County District Court West, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

8. Miscellaneous Provisions: I agree that WPW may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of WPW. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by WPW during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that WPW is not in a joint venture with any such vendor or subcontractor. I agree that WPW is not a common carrier.

I HAVE CAREFULLY READ THE FOREGOING TWO PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS CONTRACT.

Signature (parent or legal guardian if participant is a minor) Printed Full Name Date

If Signing on behalf of a minor, printed full name of minor participant: _____

Signature of minor, if 16 years of age or older, acknowledge paragraphs 1 – 3: _____