



AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY;
AGREEMENT NOT TO SUE & TO INDEMNIFY

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 releases Wet Planet Rafting, Inc. from liability and waives certain rights.

In consideration of being permitted to participate in an adventure trip with Wet Planet Rafting, Inc. d/b/a Wet Planet Whitewater and Wet Planet Rafting & Kayaking (“WPW.”), I, the Participant, (r 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; 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 portaging and cliff jumping,** including: steep ledges, loose rock, rough and uneven trail, exposure to ropes and devices used to belay and line boats, exposure to mechanical advantage devices; impacting water in an injurious fashion; striking cliff wall or edge; colliding with river bed, downed trees, rocks and other natural objects beneath the surface of the water; and exposure to dangerous undercurrents or eddies. 3) **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. 4) **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. 5) **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

