

GEYSER WHITEWATER EXPEDITIONS, INC.

NAME _____ EMAIL _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____ PHONE _____
EMERGENCY CONTACT _____ PHONE _____

RAFTING WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING.

1. Definitions. "Participant" is the person who is participating in Rafting. The "Undersigned" means only the Participant when the Participant is age 18 or older, OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under 18. "Releasees" means Geysers Whitewater Expeditions, Inc. and its employees, officers, directors, and shareholders. "Rafting" means the rafting expedition sponsored by the Releasees in which the Participant is participating, traveling to and from Rafting site(s) and all associated tasks. The "Agreement" refers to this document (front and back).

2. Inherent Risks of Rafting. RAFTING IS HAZARDOUS, INHERENTLY DANGEROUS AND MAY CAUSE PHYSICAL INJURY OR DEATH. The risks and dangers of the activity include, but are not limited to: extreme physical demands and exertion; exhaustion; lack of, or errors in, instruction, communication or medical attention; lack of or improper equipment; errors in rafting course choice or rapid difficulty choice; guide or participant negligence; errors in food storage or preparations; dangerous wildlife, plants or insects; changing weather or water conditions; cold water immersion; hypothermia; obstacles above or below water; being struck by equipment; losing traction on slippery terrain and falling; changing and unpredictable currents; holes; drowning; swimming in cold water rapids; overturning; improper use of or lack of equipment; jumping or falling off rocks; carrying rafts or other equipment; tripping or falling; becoming entrapped underwater by natural or man-made objects, the raft or the equipment; equipment failure; dehydration, heat exhaustion and sunburn; driving to and from Rafting site(s); Participant's poor health or physical condition; and mental distress from exposure to any one of the above. THIS DESCRIPTION OF THE INHERENT RISKS IS NOT EXCLUSIVE. RAFTING MAY INVOLVE OTHER RISKS THAT ARE EQUALLY OR MORE DANGEROUS.

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in Rafting, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASEES as the result of any injury the Undersigned may incur while participating in Rafting. This specifically includes claims for negligence, negligent misrepresentation, premises liability, breach of warranty, statutory violation and breach of contract. If the Participant dies as a result of injury incurred while participating in Rafting, no one may sue the Releasees as a result of that death or injuries received before death.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Releasees from and against any and all claims, including legal fees and expenses whether or not in litigation, arising out of or related to Participant's participation in Rafting.

(c) Assumption of Risk. The Undersigned agree and understand that serious INJURIES OR DEATH may result from participating in Rafting, and that such injury or death may be caused by the acts, omissions, representations, carelessness, or negligence of the Releasees. The Undersigned acknowledge that participation in Rafting is voluntary and that Participant is physically and mentally capable of participating in Rafting. RECOGNIZING THE RISKS AND DANGERS INVOLVED IN RAFTING, THE UNDERSIGNED VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN RAFTING AND EXPRESSLY ASSUME ALL LIABILITY FOR INJURY CAUSED BY THE RISKS INVOLVED IN RAFTING, WHETHER OR NOT THE RISK IS DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

4. Photo Release. The Undersigned grants to the Releasees permission to use his or her likeness, image, or appearance in any photographs, digital images, or other mediums taken or made on behalf of the Releasees for promotion of the Releasees' businesses.

5. Minor Acknowledgment. In the case of a minor (under the age of 18 years) Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the

