

RAFT TRIP LIABILITY RELEASE AND ASSUMPTION OF RISK FORM

NAME: _____ DATE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ PHONE: _____

IF YOU ARE UNDER 18, PLEASE PRINT THE NAME OF YOUR PARENT OR GUARDIAN:

I, the above named person, being above eighteen years of age, or the legal guardian of the above-named person who is under 18, in consideration of the services of Nenana Raft Adventures, Inc., Denali Paddlesports, Inc., their agents, owners, officers, volunteers, participants, employees, booking agents, and all other persons or entities acting in any capacity on their behalf, hereby agree to release and discharge Nenana Raft Adventures, Inc., Denali Paddlesports, Inc., and any related or affiliated companies on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I understand and acknowledge that the raft trip and associated activity I am about to engage in as a participant and/or volunteer bears certain known risks and **unanticipated** risks which could result in physical or emotional injury, death, paralysis, or damage to myself, to my property or to spectators or other third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of this activity.

The following list describes some but not all of the risks associated with raft trips:

1. The risks inherent to rafting on glacial rivers.
2. Latent or apparent defects in equipment supplied or operated by Nenana Raft Adventures, Inc., Denali Paddlesports, Inc., or other persons or entities.
3. Misuse or operation of equipment supplied to me by Nenana Raft Adventures, Inc. or Denali Paddlesports, Inc.
4. Acts of other participants in this activity, employees and agents of Nenana Raft Adventures, Inc., Denali Paddlesports, Inc., and any related or affiliated companies or other persons.
5. Risks incurred due to inclement weather conditions, including but not limited to high winds, rain, snow and lightning.
6. Risks incurred due to hazardous contact with plants or wild animals.
7. My own physical condition, or my own acts or omissions.
8. Risks incurred due to conditions of roads, trails, waterways or terrain, and accidents connected with their use.
9. Risks incurred from receiving First Aid, emergency treatment or other wilderness medical services rendered.
10. Accidents and injuries occurring while walking to or from the rafts or while being transported by passenger vehicle to or from raft launching and landing locations.
11. Accidents and injuries occurring while loading and off-loading passengers into or out of the rafts and passengers into or out of passenger transport vehicles.
12. Accidents and injuries occurring while launching or landing rafts from the riverbank, as well as loading and off loading rafts to or from raft trailers.
13. Falling, for whatever reason, out of the raft and into water with the possibility of having to float through rapids in a Personal Flotation Device (PFD/life vest) before rescue can occur.
14. Risks and injuries incurred in the event the raft flips.
15. Risks incurred due to changing water conditions, including increased risk exposures due to high water levels.
16. Risks incurred due to inaccessibility or remoteness of terrain which may delay rescue.
17. Risks incurred due to the distance of this activity's location from emergency medical facilities.
18. Risks and injuries incurred due to physical contact with any of the following: submerged objects in the river channel, such as railroad cars, rocks, logs, ice, or downed trees; floating debris in the river; standing waves; hydraulics such as "holes," whirlpools, or any other types of river rapids.
19. Risks and injuries incurred due to *Guide errors or negligence*, including but not limited to errors made in selecting routes of passage through or around whitewater rapids, errors making decisions required in the event of accidents and rescues, or errors in campsite or trail selection during land excursions or evacuations.

2. Being aware that this activity entails known and unknown risks of injury to myself and a risk of injury to spectators or other third parties as a result of my actions, I expressly agree, covenant, and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, to others, or to my property arising from my participation in this activity. *My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.*

3. I hereby voluntarily **release, forever discharge, and agree to hold harmless and indemnify** Nenana Raft Adventures, Inc., Denali Paddlesports, Inc., their agents or employees, and all other persons or entities from any liability, claims, demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in this raft trip, including specifically but not limited to, the acts or omissions of Nenana Raft Adventures, Inc., or Denali Paddlesports, Inc, their agents or employees, and all other persons or entities for any and all injury, death, illness or disease, and damage to myself or to my property.

4. Should it become necessary for Nenana Raft Adventures, Inc. or Denali Paddlesports, Inc., or someone on their behalf, to incur attorney's fees and costs to enforce this agreement, or any part thereof, I agree to pay Nenana Raft Adventure, Inc.'s and Denali Paddlesports, Inc.'s reasonable costs and attorney's fees thereby expended, or for which liability is incurred.

5. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

6. In the event that I file a lawsuit against Nenana Raft Adventures, Inc. or Denali Paddlesports, Inc., I agree to do so solely in the state of Alaska, 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.

7. I authorize the use of my photographic or video image for inclusion in any Nenana Raft Adventures, Inc., brochure, promotional literature, DVD, website, or for any other advertising purposes.

IN SIGNING THIS 2-PAGE DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS RAFT TRIP, I WILL HAVE FREELY GIVEN UP MY RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST NENANA RAFT ADVENTURES, INC., DENALI PADDLESPTS, INC., THEIR OFFICERS, AGENTS AND EMPLOYEES AND ANY RELATED OR AFFILIATED COMPANIES, EVEN IF THEY OR ANY OF THEM CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. I RECOGNIZE THAT RAFTING IS INHERENTLY DANGEROUS AND AM PARTICIPATING IN THIS RAFT TRIP IN SPITE OF THE RISKS. MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, UNDERSTAND THAT IT AFFECTS MY LEGAL RIGHTS, AND AGREE TO BE BOUND BY ITS TERMS.

SIGNATURE OF PARTICIPANT: _____

PRINT NAME: _____ DATE: _____

PARENTS OR LEGAL GUARDIANS MUST SIGN FOR CHILDREN UNDER 18 YEARS OLD

PARENT'S OR LEGAL GUARDIAN'S SIGNATURE: _____

PRINT NAME: _____ DATE: _____