



## **PARTICIPANT AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK**

*Please read carefully before signing. This is a release of liability and certain legal rights*

In consideration of the services of ROW, Inc., its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (here in after collectively referred to as "ROW"), I hereby release and discharge ROW, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

**1.** I acknowledge that boating on rivers, road biking, mountain biking, downhill biking, sea kayaking, hiking and/or rollerblading entails known and unanticipated dangers and risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to third parties or to property. I understand that I have an obligation to attempt to self-rescue in the event I am separated from my guide and/or raft. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:**

**Rafting, Kayaking, Fishing and/or SUP (Stand Up Paddle Board) Trips:** whitewater rapids will be encountered. I can be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some whitewater rapids. It is possible that I could become injured if I come in contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the boat. Boats could turn over or I could be "washed" overboard, kayaks could capsize, accidents can occur getting on and off the raft, boats are slippery when wet.

- I further understand and acknowledge that ROW provides foot cups in some of their boats to assist participants in stabilizing themselves. The use of foot cups may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. The use of foot cups is totally voluntary.
- Also I understand that Class IV and V represent the most difficult and dangerous level of whitewater and recognize that the risks associated with whitewater rafting are greatly increased.

**Biking, Mountain Biking, and/or Downhill Biking Trips:** Equipment failure, improper use of equipment, existing and changing trail conditions, rocks of various sizes, rugged mountainous terrain, collisions with natural or man-made objects, varying slopes, uneven and/or slippery trail conditions, varying weather and surface conditions, variations in terrain, bumps, stumps, forest growth, trees, erosion, loose dirt and gravel, wet surfaces, holes and potholes, downed timber, debris, other bikes and vehicles, paved and unpaved surfaces, soft shoulders. Downhill mountain biking involves increased risks over and above mountain biking, those risks in addition to the above include, but are not limited to: terrain features, jumps, berms, table tops and ridges.

- I recognize that helmets are highly recommended for all biking, mountain biking, downhill biking, and rollerblading activities and I should wear a helmet at all times while participating in these activities. I understand and agree that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activity and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. I also understand that the helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are inherent risks of the activity.

**Hiking, Fishing and/or All Trips:** I can slip or fall during a hike or while fishing, resulting in damage to equipment or personal injury. Exposure to the natural elements can be uncomfortable and/or harmful. I could be hurt by unanticipated movement of rocks, soil, or trees. I may be exposed to environmental hazards, biting or stinging animal life and forces of nature. I understand the trip (including camping) may take place in rugged outdoor conditions that contain inherent dangers due to weather, back-country terrain, the river environment, local flora and fauna and distance from hospital facilities. Other risks include lightning or other adverse weather, limited access to medical attention, inadequacy of medical attention, strenuous activity, dehydration, high elevation, high altitude, and/or becoming lost or separated. I am aware that exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death and accidental drowning is also a possibility.

Furthermore, ROW guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of my fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

**2.** I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. 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. I am not relying on any oral, written or visual representations made by ROW, including those made in brochures or other promotional materials, to induce me to go on this adventure.

**3.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ROW 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 ROW's equipment or facilities, **including any such claims which allege negligent acts or omissions of ROW.**

**4.** 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 have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

5. Should ROW or anyone acting on its or their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify/reimburse and hold them harmless for all such fees and costs.

6. In the event that I file a lawsuit against ROW, I agree to do so solely in Kootenai County in the state of Idaho or in the Federal Court for the State of Idaho, where ROW has its headquarters, and I further agree that the substantive law of Idaho shall apply in that action without regard to the conflict of law rules of Idaho. I agree that if any portion of this release is found to be void or unenforceable, the remaining portions share remain in full force and effect.

7. By signing this agreement without a parent of legal guardians signature, I, under penalty of fraud, represents that I am at least 18 years of age. If signing as the parent or guardian of a minor participant, signing adults represent that they are a legal parent or guardian of the minor participant.

8. I grant permission to ROW and other trip participant to make movies, videos and photographs and to use them for promotion and/or commercial purposes without recourse or compensation to me.

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 ROW Inc. 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. (All participants need to sign including those under 18)

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18 in ADDITION to the above signature name and date)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by ROW to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ROW 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 Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Please circle your activity

Lochsa	Moyie	St Joe	Clark Fork	Clearwater / Selway	River Dance Lodge Activity	Spokane Activity	Coeur d'Alene Activity	Fishing
Middle Fork Salmon	Snake River	Bruneau	Owyhee	Salmon River Canyons	Rogue	Missouri River		

GROUP LEADER \_\_\_\_\_ TRIP DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Name of the Person Who Made Reservation) Mo Day Year

Name:

Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ -

Phone: ( ) - \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Email:

Have you traveled with ROW before? YES NO

**PLEASE TELL US!** Any food allergies, any person who is diabetic, epileptic, or asthmatic, or has a history of heart trouble, is allergic to bee/scorpion stings, or takes daily prescription drugs, should include this information below. Trip members will also alert the ROW guide(s) on their trip, of any medical history that could become a problem on the trip. People with a history of heart trouble or any other potentially serious medical condition should consult their doctor before coming on a rafting trip.

Trip members have the responsibility to select a trip appropriate to their abilities and interest. We are happy to discuss the trip with you if you have any questions or concerns. Trip members are held responsible for being in sufficient good health to undertake the trip. Members are also held responsible for studying all pre-departure information and for bringing the appropriate clothing and equipment as advised therein. Any person weighing more than 260 pounds, or having a chest size greater than 52" should contact our office before signing up for any trip.