

## **2018 Arizona River Runners Visitor's Acknowledgment of Risk**

In consideration of the services of Arizona River Runners, Inc., their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses including Canyon Jetboat Services, LLC (contracted to provide jet boat guest transportation from raft to take-out point on Lake Mead at trip end for certain trips) which shall be herein after collectively referred to as "ARR", I, the undersigned, and, if applicable, any minor child under the undersigned's care, custody and control, agree as follows:

Although ARR has taken reasonable steps to provide you with appropriate equipment and/or skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss of or damage to your equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we think that it is important for you to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

- (a) There are numerous rapids and fast-moving water to be encountered on the trip. Passengers can expect to be jolted, jarred, bounced, thrown to and fro, and otherwise shaken about during rides through some of these rapids. It is possible that passengers could be injured if they 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 raft. It is also possible that some participants would suffer mental anguish or trauma from the experience of being thrown about in the rapids.
- (b) Boats may turn over in the rapids and/or participants can be thrown from the boat or "washed" overboard, which may result in any events including, but not limited to the following:
  - (1) prolonged exposure to cold water which can result in hypothermia, "cold water immersion" syndrome, "cold shock", impaired health or death;
  - (2) injuries sustained from the raft and its supplies and/or equipment, or from items in the river bed, such as floating debris or rocks;
  - (3) death by drowning;
  - (4) mental anguish and/or trauma.
- (c) Accidents can occur during off-river hiking excursions, including, but not limited to the following:
  - (1) trails and other terrain are often steep, rocky, and/or slippery;
  - (2) some hikes and off-river excursions involve crossing streams - footing can be awkward;
  - (3) participants can slip or fall during a hike, resulting in injury or death;
  - (4) poisonous plants, insects, or animals can be encountered, with detrimental effects to some participants, such as illness, shock, or death.
- (d) Accidents can occur getting on and off the raft, including, but not limited to the following:
  - (1) rafts are sometimes slippery when wet. You might slip and fall, in which case you might damage or lose equipment you are carrying (such as a camera, canteen, or day pack), or you might injure yourself by falling against some object in or on the boat, or on the shore.
  - (2) rafts get hot in the sun. You might burn yourself when you climb aboard or sit on the side of the raft.
  - (3) rafts are subject to changes in the water and may drift a distance from the shoreline when you are trying to climb on or off. You might fall in the river, or drop equipment in the river.
  - (4) you may be asked to help push the boat from shore into deeper water. You could injure your back, overstress your heart, or otherwise injure yourself in doing so.
  - (5) you may be asked to help with tying the raft when you pull into shore. Sometimes the current is swift, and the rope could pull through your hands causing "rope burns" or abrasions. You might trip over rocks, stumps, or other debris on shore while trying to hold the raft, or tie it to a suitable object on shore.

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# SAMPLE

- (e) Exposure to the natural elements and changing weather conditions can be uncomfortable and/or harmful:
- (1) heat - sunburn, sun poisoning, dehydration, heat exhaustion, heat stroke, heat cramps.
  - (2) weather - wind, rain, flash floods, storms, lightning
  - (3) outdoor living - sleeping on the ground, using portable toilet facilities, eating meals out-of-doors, being in the open (more or less) for the extended length of the raft trip.
  - (4) prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock", causing hypothermia and in extreme cases, death

(f) Etc.

I am aware that white water river rafting entails risks of injury or death to myself. I understand that the description of these risks is not complete, and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein, and for those risks not specifically identified. 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.

I also acknowledge and understand that consuming alcohol while participating in this river expedition and outdoor activities may increase the risk of many on-and off-river activities. In addition, I understand and acknowledge that alcohol consumption is illegal in the State of Arizona for anyone under twenty-one (21) years of age.

I possess the following qualifications, which I understand are prerequisites to participation in this activity:

1. Unless prior communication with the ARR office, all minors accompanying me are 8 years old or older for all motorized trips and are 12 years old or older for all oar trips.
2. I have informed ARR in writing of all pre-existing physiological impairments that might increase my chance of injury or death.
3. My physical condition allows me to participate in activities described above without endangering myself or others.

To the maximum extent permitted by law, the provisions of this agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Arizona, without regard to the principles of conflicts of law and each party consents and submits to the exclusive jurisdiction of the state courts located in the State of Arizona and agrees and consents to state court venue located in Coconino County, Arizona.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, loss of personal property, and expenses thereof as a result of those inherent risks and/or of my negligence in participating in this activity.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estate, and all members of my family, including any minors accompanying me.

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

Names of Minors & Ages: \_\_\_\_\_

**This form must be signed by each participant 18 years and older. If you are a parent or guardian signing for minor children (17 years and younger), please list all names and ages above.**

Trip departure date: \_\_\_\_\_ Group (if applicable): \_\_\_\_\_