

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

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

In consideration of the services of ROW, Inc., ROW Oregon, LLC, River Dance Lodge, LLC., Remote Odysseys Worldwide, Inc., ROW Sea Kayak Adventures, Inc., d/b/a ROW Adventures, Silver Bike Tours, Adventure Unbound, their agents, owners, officers, parent and subsidiary corporations or entities, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as ROW), I hereby agree to release and discharge ROW on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks.** I acknowledge that any adventure activity (such as rafting/kayaking, hiking, biking, fishing, using Stand-Up Paddle Boards (SUPs), camping, etc.) entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in these activities. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in ROW events/activities.** I also understand and acknowledge that failing to use or properly use safety type equipment (IE – helmets, personal flotation devices or PFDs), increase my risk of injury or of not surviving an accident or incident while participating in adventure activities.

The inherent risks associated with the **rafting, canoeing, using an SUP, fishing or other water related activity** (hereafter “boating”) in which I am about to participate include, but are not limited to: the fact that cold water activities can be strenuous and should not be participated in by persons with heart or cardiovascular ailments; I may encounter whitewater rapids and changing water flows and the possibility that I will be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these rapids or changing water flows; it is possible that I could be injured if I come in contact with fishing equipment/gear (waders, hooks, knives, poles, etc.) for either spin or fly fishing or with food boxes, oars/paddles, other storage containers, or other fixed equipment necessary to the operation or outfitting of the boat; I recognize there are foot cups or footholds in some watercraft which may assist in stabilizing or holding myself or others in the watercraft but which may present an increased risk of knee, ankle or other injury as a result of restricted movement; the fishing equipment or boat may break down or be faulty; it is possible that loss of control of the boat could occur resulting in collision or capsizing or sinking and that if a boat turns over or flips I could be “washed” overboard; boats are slippery when wet and are naturally unstable so that I could slip and fall or be knocked out of the boat even in flat or non-moving water; while in the water I may become disoriented, panicked and/or experience trauma from rocks, boulders, etc.; I can slip or fall during hiking, fishing, wading in creeks or rivers or portaging or getting to and from the boat and I understand that the areas in which I might hike sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, etc.; the boat or any portion of it may collide with or encounter other boats, man-made or natural objects including submerged or semi-submerged trees, rocks, branches, boulders, bridges, etc. I understand that prolonged exposure to cold water can result in “cold water immersion” syndrome or “cold shock,” hypothermia and in extreme cases death. **I also understand and expressly acknowledge that Class IV and V represent the most difficult and dangerous levels of whitewater and I recognize that the risks associated with whitewater rafting are greatly increased at these classification levels.**

I acknowledge that **bicycling or mountain biking** and all other activities, hazards and exposures associated with the ROW bike courses or adventure rides involve inherent risks which specifically include, but are not limited to the following. Bicycle or mountain bike operation or riding may involve equipment failure or the improper operation or use of the bike by the participant. This improper operation or use may include, but is not limited to: the failure to observe and obey all trail or course safety rules or instructions given to the participant by ROW, the participant failing to be alert to other bikers or other forms of oncoming traffic, excessive speed, a participant or rider exceeding or over judging his or her abilities (over confidence), a participant or rider placing his or her feet on the ground while the bike is in motion, participants riding side by side on trails or participants failing to keep proper distance between bicycles (“tailgating”) or a participant failing to see or avoid open and obvious obstacles such as signs, poles, trees, etc. I acknowledge that the areas used by ROW for the mountain bike courses or adventure rides include beautiful mountain, valley, and meadow terrain; the natural beauty of these areas sometimes hides dangerous obstacles which present an additional inherent risk. Those obstacles or risks include, but are not limited to roots, branches, and other debris on the trails, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions, submerged objects in flooded or wet areas, thin ice, and deep water and varying and difficult conditions. I acknowledge that it is my sole responsibility to observe and make myself familiar with the ROW mountain bike course or riding areas. Riders or participants may become lost or separated from their companions in forested areas, wild and rugged terrain, or bad weather. I acknowledge that riders and participants can be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these areas. Participants can slip or fall during hiking or time off the bicycles. Accidents can occur getting on and off the bicycles. Bicycles are slippery when wet. I recognize that helmets are highly recommended for all biking activities and I should wear a helmet at all times while participating in these activities.

I acknowledge that **hiking** activities (including hikes, treks, camping and fishing walks, etc.) entail known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property or to third parties. I acknowledge that the inherent risks associated with these activities include but is not limited to the following: I can slip or fall during hiking, climbing or getting to and from the activity areas; I understand that the areas in which I might hike or walk include beautiful mountain, valley, and meadow terrain; the natural beauty of these areas sometimes hide dangerous obstacles which present additional inherent risks. Those

obstacles or risks include, but are not limited to roots, branches, and other debris on the trails, tree wells, tree stumps, creeks, rocks and boulders, forest deadfall, holes and depressions, submerged objects in flooded or wet areas, thin ice, and deep water and varying and difficult conditions. I acknowledge that it is my sole responsibility to observe and make myself familiar with the areas in which hiking activities occur. Participants may become lost or separated from their companions in forested areas, wild and rugged terrain, or bad weather. I acknowledge that I may encounter hazards such as: loose, falling, rolling and breaking rock; unstable or loose rock, talus and/or scree slopes, boulders; snow, rock, and ice, or massive loosening and movement of dirt and rock.

I acknowledge that I may choose to participate in **other activities/pastimes** while at the ROW – each of which will have its own known, unknown and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. Other activities include things like general sightseeing, rollerblading, campfires, each of which has elements of risk.

I acknowledge that, in the remote locations used by ROW, participants may experience extreme **environmental** and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, frostbite and high altitude illnesses (HAPE and/or HACE), some or all of which may diminish my or the other participants ability to react or respond. Common (sometimes life threatening) injuries for these types of activities include, but are not limited to the following; strains, sprains, burns, fractures, cuts, and/or wounds and trauma to the head or body. Participants may encounter dangerous wildlife or insects. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, storms or lightning, extreme temperature variations, etc., can occur. Communication in the terrain used by ROW for its activities can be difficult and in the event of an accident, rescue and medical treatment may be significantly delayed or unavailable. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in ROW events/activities.**

I acknowledge that my time at ROW events/activities may require me to use **technical equipment** (IE - watercraft, bicycles, and other hardware) that I might not be familiar with and that I or other participants may find difficult to use and which I or other participants may use incorrectly. This improper use or operation may include but is not limited to the failure to observe and obey all safety rules or instructions given to the participant by ROW or guides/staff. I acknowledge that, despite reasonable care and maintenance, essential equipment may fail, malfunction or cause injury or worse harm to myself or others.

I acknowledge that I may choose to participate in activities that are provided by **other vendors or operators** over which ROW has no control. Those activities are incidental to the activities provided by ROW and may involve errors in judgment by the other vendors or operators for which ROW can bear no liability. I acknowledge that **ROW is not a Common Carrier** but rather is in the adventure trip (hiking, rafting, biking, etc.) business. Transportation to and from activities is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by ROW and/or ROW employees and may involve errors in judgment by ROW staff operating the vans, buses, cars or other transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. Transport may be provided by independent contractors to ROW and may involve errors in judgment by those independent contractors.

Furthermore, **ROW guides/staff** have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.

2. **Express Assumption of Risk.** As lawful consideration for being allowed to participate in activities offered by ROW, I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.

3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE.** On behalf of myself and any of the children for which I am responsible 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/our use of ROW's equipment or facilities, **including any such Claims which allege negligent acts or omissions of ROW.**

4. **Indemnity.** Should ROW or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for **all** such fees and costs associated with ROW having to enforce this agreement.

5. **Personal Skill & Insurance.** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by ROW I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

6. **Medical Issues.** I agree on behalf of myself and any of the children for which I am responsible that, in the event that ROW deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or from the field or to seek

emergency medical care for me/us that, by signing this document, I/we are giving ROW permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my/our care, treatment or removal from the field. By signing this document I/we are waiving any right to object to or bring any type of action or claim against ROW for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health-related person who becomes involved in my/our care or removal from ROW activities or the field.

7. **Photographic Assignment.** I understand that the ROW reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible I/we hereby agree that ROW may use such records for promotional and/or commercial purposes without any remuneration (payment) to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by ROW.

8. **Release as Contract and Personal Capacity.** On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with ROW.

9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I/we file a lawsuit against ROW, I/we agree to do so solely in the State of Idaho, and I/we 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 and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Idaho courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and ROW and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge on behalf of myself and any of the children for which I am responsible that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against ROW on the basis of any claim from which I/we have released them herein.

**I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (ALL 3 PAGES).
I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.**

Participant Signature: _____ Printed Name: _____
Address: _____ E-mail: _____
City: _____ State: _____ Zip/Postal code: _____ Age: _____
Country: _____ Phone #: _____ Date: _____
Reservation #: _____ Trip: _____ Date of Trip: _____

Parents or Guardians Additional Indemnification and Signature (Must be completed for participants under 18 years of age)

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that ROW relies to its detriment on this representation. In consideration of my child or ward (Minor) being permitted by ROW to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) 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.

Participant Signature: _____ Printed Name: _____
Address: _____ E-mail: _____
City: _____ State: _____ Zip/Postal code: _____ Age: _____
Country: _____ Phone #: _____ Date: _____