

# BARKER RIVER TRIPS, Inc

## Waiver and Release of Liability

READ CAREFULLY!

In consideration of Barker River Trips Inc furnishing services and / or equipment to enable me to participate in whitewater rafting and other activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of whitewater equipment and my participation in whitewater rafting activities; (b) my participation in such activities and / or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and / or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Barker River Trips Inc; the negligence of the participants, the negligence of others, accidents, breaches of contract, forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge weather, trail or river route location, and water level, risks of falling out or drowning while in a raft, canoe or kayak and such other risks, hazards, and dangers that are integral to recreational activities that take place in wilderness, outdoor or recreational environment; and (d) by my participation in these activities and / or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and /or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Barker River Trips Inc, or by any other person. I, on behalf of myself, my person representatives and my hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Barker River Trips Inc its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of whitewater equipment or my participation in whitewater rafting activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Barker River Trips.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Barker River Trips Inc or its agents is a party shall be either the City of Lewiston, Idaho Justice Court or the County or State Supreme Court in Nez Perce County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE BARKER RIVER TRIPS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Please fill out for each participant. (PLEASE PRINT)

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

SIGNATURE OF PARENT OF GUARDIAN REQUIRED (IF LESS THAN 18 YEARS OLD).

# BARKER RIVER TRIPS, Inc

## REQUIRED TRIP INFORMATION

Please provide the following information for gear requirements and any medical events that may arise.

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Food Allergies: \_\_\_\_\_

Medical Conditions: \_\_\_\_\_

## NEED US TO PROVIDE

These items are provided upon request. Please check the items that you would like us to provide for you.

- Sleeping Bag Rental (\$35/bag for the trip)
- 2-person tent