

WILDERNESS SCIENCE EDUCATION, INC.
RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “*I*” or “*me*”) desires to participate in the activities described below, including but not limited to whitewater rafting, wilderness exploring, hiking, and transportation to and from the river (the “*Activities*”), provided and sponsored by Wilderness Science Education, Inc., an Idaho nonprofit corporation with offices located at P.O. Box 3174, McCall, Idaho 83638 (the “*Organization*”). As lawful consideration for being permitted by the Organization to participate in the Activities and the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this “*Agreement*”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE ORGANIZATION.

By signing below, I acknowledge that the Activities may include, but are not limited to the following:

- Whitewater rafting;
- Use of property and facilities owned, leased or otherwise possessed by the Organization;
- Driving to and from the river in a vehicle that may or may not be owned by the Organization;
- Wilderness hiking;
- Wilderness camping; and
- Cooking, consuming, and disposing of food, water, and sustenance prepared by or on behalf of the Organization.

I acknowledge that the Activities have inherent risks, hazards and dangers that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:

- risks arising from any activities in areas where no outside services are available or provided; where rescue and emergency medical care and services are limited and will be slow to respond, if available at all; where land and river conditions vary, are not maintained or controlled and are unpredictable and changeable; where hazards and dangers may not be obvious, visible, or predictable; where weather is changeable and unpredictable; risks from changeable and uncontrolled or maintained waterways, trails and terrain and risks associated with the unpredictable nature of rivers and activities that take place on trails and in uncontrolled rugged terrain, including wildlife encounters;
- risks involved in negotiating rafts around, through or over and collisions with river hydraulics, boulders, logs, other participants, and other manmade and natural objects and water hazards that exist in a wild river environment and may not be obvious; risks that control of the raft may be lost, paddles lost, oars broken, or other equipment fails; and risks associated with the decision-making and conduct of guides of river rafting trips;
- risks involved with riding in a raft, falling out of rafts and with overturning rafts, including not limited to risks associated with colliding with and being caught by river hydraulics, rocks, logs, and other manmade and natural objects in, on, over, or adjacent to rivers, being caught under the raft and being unable to escape, being separated from the raft, immersion in cold

- and freezing swift flowing river water, hypothermia (significant loss of body temperature), and drowning; and
- such other risks, hazards and dangers that are inherent in and integral to river rafting including without limitation those associated with swimming, diving, hiking, climbing, fishing, and transportation to and from the sites of the activities.

I have read and understand the information provided by the Organization regarding river rafting and travel to and from the areas for such activities and also acknowledge that the Organization's staff and volunteers will provide a safety talk to participants and has been available to more fully explain to me the risks, hazards and dangers of river rafting. I understand that participation in the travel to and activities in a river environment may require good physical conditioning and a degree of skill and knowledge different from other activities. I understand that the inherent risks, hazards and dangers listed are only a partial description of those that may exist. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE AND HEREBY ACKNOWLEDGE, ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH AND STATE THAT I HAVE THE PHYSICAL AND MEDICAL CAPABILITY TO PARTICIPATE IN THE PROVIDED ACTIVITIES.

I, for myself, my heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY AND EXPRESSLY WAIVE AND RELEASE** any and all claims, now known or hereafter known, against the Organization, and its officers, directors, trustees, employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Organization or any Releasees or otherwise, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, pain, suffering, mental anguish, emotional distress, injury, paralysis, or death to me or my property as a result of my participation in the Activities, the use of the Organization's equipment and property or my own equipment and property, and the traveling to and from areas for river rafting, whether such damage, loss, pain, suffering, mental anguish, emotional distress, injury, paralysis or death results from the ORDINARY NEGLIGENCE of the Organization or from some other cause.

I further covenant not to make or bring any such claim against the Organization or any other Releasee, and forever release and discharge the Organization and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Organization and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, awarded against indemnified party, arising out or resulting from any claim of a third party related to the Activities.

In exchange for the intangible value I will gain by participating in the Activities and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I give Company my permission for such use and publicity for advertising, promotion, and other commercial and business purposes. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Organization for internal and/or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness,

and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

This Agreement constitutes the sole and entire agreement of the Organization and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Organization and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Valley County, Idaho and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT AND THAT I NOR ANY MEMBER OF MY FAMILY OR OTHER PERSON ACTING THROUGH ME WILL HAVE THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT OR PUSUE OTHER LEGAL REMEDIES AGAINST THE ORGANIZATION.

PARTICIPANT:

Signed: _____ Address: _____

Printed Name: _____

Date: _____ Phone: _____

If the participant is under 18 years of age, a parent or legal guardian must also sign below:

I, being at least 18 years of age, hereby attest that I am the legal guardian of the Participant and have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability. I acknowledge and understand that Participant desires to participate in the Activities.

I understand that the Activities involve physical activity. I further understand and agree that Participant's participation in the Activities is voluntary, and that such participation carries with it certain inherent and unavoidable risks, including, but not limited to an increased risk of illness, injury or even death. With full awareness of such risks, I, for myself and on behalf of the Participant, agree that I assume such risks of the Participant's participation in the Activities, including any illness, injury, death or other losses and damages sustained by Participant arising out of or in connection with the Activities. I have been advised by Participant's physician that Participant is permitted to participate in the Activities.

I, FOR MYSELF, AND ON BEHALF OF PARTICIPANT, HEREBY REPRESENT THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE AND THAT THIS RELEASE IS LEGALLY BINDING AND ENFORCEABLE, AND THAT I, FOR MYSELF, AND ON BEHALF OF PARTICIPANT, AGREE TO THE TERMS AND CONDITIONS OF THIS RELEASE.

PARENT OR LEGAL GUARDIAN:

Signed: _____

Date: _____

Printed Name of Parent/Legal Guardian:

EMERGENCY CONTACT INFORMATION

In case of an emergency, please contact:

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____

Email: _____

Any allergies, medications, or other information needed in an emergency:
