

Participant Agreement, Release And Assumption of Risk

In consideration of the services of Desolation Outfitters, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "DO"), I hereby do agree to release, indemnify, and discharge DO, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate follows:

1. I acknowledge that renting a raft and running a wilderness river entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: white water rapids will be encounter. I can be jolted, jarred, bounced, and shaken about during rides through some of these rapids. It is possible that I can be injured if i come in contact with food boxes, other storage containers, or other fixed equipment necessary in the operation of the expedition and the outfitting of the raft. Rafts could turn over or I could be "washed" overboard. I can slip and fall during a hike, resulting in damage to equipment or personal injury. Accidents can occur getting on and off the raft. Rafts are slippery when wet. Exposure to the natural elements can be uncomfortable and or harmful. I am aware that this 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 a possibility.

Furthermore, DO employees have difficult jobs to perform. They seek safety but they are not infallible. They might be unaware of a participants fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warning or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DO from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of DO's equipment or facilities, including any such claims which allege negligent acts or omissions of DO.

4. Should DO or anyone acting on there behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to beat costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against DO, I agree to do so solely in the state of Utah, and I further agree that the substantive law of Utah shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in force and full effect.

By signing this document, I have acknowledged 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 DO on 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.

Signature of Participant _____

Print Name _____

Address _____

Phone _____ Date _____

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

In consideration of _____ (please print Minor's name) ("Minor") being permitted by DO to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DO 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.