



# Tahoe Whitewater Tours

**AGREEMENT, RELEASE, AND DISCHARGE, ACCEPTANCE OF RESPONSIBILITY, AND ACKNOWLEDGEMENT OF RISKS. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING IT.**

**DATE:** \_\_\_\_\_ **RIVER:** \_\_\_\_\_ **GROUP:** \_\_\_\_\_

I recognize that there is an element of risk in any adventure sport or activity associated with the outdoors. I am aware that certain dangers can be minimized but never entirely eliminated. On a whitewater rafting trip, these dangers include, but are not limited to the following: falling out of the raft into the river; falling down while on shore; colliding with rocks, rafting equipment, and/or other rafters; exposure to cold water and/or inclement weather; and exposure to plants, insects and/or animals capable of producing adverse physical reactions.

I certify that those named below are fully capable of participating in the activities of this whitewater rafting trip. Therefore, I assume full responsibility, for myself, and any minor children named below on whose behalf I am signing, for any bodily injury, death, or loss of personal property and/or expenses, which result from participating in this trip. I certify that I, and any minor on whose behalf I am signing: am in good physical shape and physically and mentally capable of participating in these activities; have not been advised by a medical person to refrain from engaging in this type of activity; do not have a medical condition, history, or am currently under treatment for a medical condition, or on any prescription medication which might compromise my safety or the safety of others in my boat, and if so, will notify my guide or trip leader prior to trip departure; am a competent swimmer, and if not, will notify my guide or trip leader prior to trip departure.

I have read this document. I understand that this is a release of all claims, no matter what the cause, including, but not limited to negligence. I understand that I am assuming all the risks inherent in whitewater rafting. I understand and agree that this release shall be construed broadly to provide a release waiver to the maximum extent permissible under applicable law. I agree that the venue of any dispute that may arise out of this agreement, or otherwise between the parties to which Tahoe Whitewater Tours or Dream Catcher River Tours or their agents is a party, shall be in the City of Reno, Nevada Justice Courts or the County or State Supreme Courts in Washoe County in Nevada.

In consideration for being given this tour, and by my signature below, I agree not to sue, claim against, or attach property of Tahoe Whitewater Tours or Dream Catcher River Tours, and further agree to defend, indemnify, and hold harmless Tahoe Whitewater Tours or Dream Catcher River Tours for any injury caused by or resulting from my participation in any activities associated with river rafting both scheduled and unscheduled, no matter what the cause of injury. I voluntarily sign my name as evidence of my acceptance of the above provisions.

**SIGNATURE:** \_\_\_\_\_ **DATE SIGNED:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY/STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_