

Rogue Infinity Outfitters LLC  
Release of Liability and Assumption of Risk Agreement

This is a release. Read it carefully before signing. This release essentially states that I know I am going on a whitewater rafting and/or camping trip in a wilderness/outdoor environment. As a result of the inherent risks in this activity, although very unlikely, I know I may obtain bodily injury, get hurt, or damage my belongings. If any of these occur, I understand that I cannot make a claim, sue, or expect Rogue Infinity Outfitters LLC, its owners, officers, agents, employees, associates, the State of Oregon, Josephine County Parks Department, the Bureau of Land Management, and the US Forest Service, (hereinafter referred to collectively as RIO to be legally responsible or pay for any damages.

**ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS:** I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this whitewater rafting and/or camping trip with RIO. Certain risks are inherent in any recreational activity and cannot be eliminated, altered, or controlled, and these risks that contribute to the unique character of the activity can also be the cause of injury, illness, bodily harm, and damages. I know and fully understand that a whitewater rafting trip, whether on a raft, oar boat, kayak, or any other type of vessel, is an outdoor adventure activity in wilderness environment with inherent risks and hazards where serious accidents, although highly unlikely, can occur, participants can sustain injuries and/or property damage.

**I acknowledge and willingly assume all risks and hazards in whitewater rafting and river-related camping** from the pre-embarkation rendezvous until the conclusion of the trip, including, but not limited to, (1) loss of control of the raft, falls in, out, or about the raft, collision with other participants, equipment, other rafts, rocks, trees, and any portion of the interior of the raft, and any other man-made or natural obstacles, whether obvious or not; (2) judgment, decision-making and conduct of the guides; (3) submersion in water; (4) encounters with animals, wildlife and insects; (5) exposure to wilderness environment, extreme temperatures, and inclement weather, remote areas, wilderness terrain, including travel by foot or vehicle in any way related to this activity, whether at camp or elsewhere; (6) assistance in lifting and/or carrying rafting equipment; (7) rescue-related injuries; and (8) unavailability of immediate and appropriate medical attention in case of injury.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. **My participation in this activity is purely voluntary and I elect to do so at my own risk.**

**RELEASE:** In consideration for RIO allowing me to participate on this trip, I voluntarily agree to release, discharge, and hold harmless RIO and for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act of omission which causes the undersigned illness, injury, disease, death, and damages of any nature in any way connected with my participation in this rafting and/or camping activity. I also expressly agree to release and discharge RIO from any act of omission of negligence in rendering or failing to render any type of rescue, emergency or medical services. ***In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against RIO.***

I further agree, to hold harmless, defend, and indemnify RIO from all defense costs, including attorney's fees incurred in connection with claims for bodily injury, wrongful death, or property damage, sustained by any minor under 18 years of age on whose behalf I am signing, or which I may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this whitewater rafting and/or camping trip, and I sign this release on their behalf and on the behalf of the minor's parents and/or legal guardians. In addition, I give RIO permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of RIO. **Personal medical insurance required for all overnight camp participants and strongly advised for all other participants.**

RIO reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of RIO while on this trip. I also certify that I, and any minor, on whose behalf I am signing, are physically and mentally capable of participating in these activities. I hereby represent that I have informed RIO of any pertinent medical conditions that may affect my or the minor's participation in these rafting activities. I hereby agree that RIO may use film or photographic records of this rafting and/or camping trip for its promotional and/or commercial purposes.

***I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THIS WHITEWATER RAFTING ACTIVITY. I UNDERSTAND THAT IT IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND O'BRIEN'S ROGUE RIVER OUTFITTERS, LLC, THEIR OWNERS, OFFICERS, AGENTS, AND EMPLOYEES, AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIONS OR STATEMENTS BY O'BRIEN'S ROGUE RIVER OUTFITTERS OR BY THE UNDERSIGNED. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.***

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

Full Name(s) and Age(s) of Minors: \_\_\_\_\_