

## Participant Assumption of Risk and Indemnity Agreement - Ouzel Holding Co., Inc. (dba) Ouzel Outfitters

In consideration of the services of Ouzel Holding Co., Inc. dba Ouzel Outfitters, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting on their behalf (hereinafter collectively referred to as "Ouzel"), I hereby agree to release and discharge Ouzel on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

- Inherent Risks.** I acknowledge that adventure activities such as a rafting trip entail known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities is derived in part from inherent risks incurred by the activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in these activities. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The inherent risks associated with the rafting or water related activity (hereafter "boating") in which I am about to participate include, but are not limited to: encountering whitewater rapids and changing water flows and the possibility that I will be jolted, bounced, thrown to and fro and shaken about during the raft trip; it is possible that I could be injured if I come in contact with equipment necessary to the operation or outfitting of the boat; it is possible that loss of control of the boat could occur resulting in collision or capsizing and I could be "washed" overboard; boats are slippery when wet and are naturally unstable so that I could slip and fall or be knocked out of the boat even in flat or non-moving water; while in the water I may become disoriented, panicked and/or experience trauma from rocks, boulders, or other obstacles; I understand that prolonged exposure to cold water can result in "cold water immersion" syndrome, or hypothermia and in extreme cases death; I can slip or fall during hiking or portaging or getting to and from the boat and I understand that the areas in which I might hike sometimes hide dangerous obstacles such as stumps, creeks, rocks, debris, slippery surfaces, etc.; the boat or any portion of it may collide with or encounter other boats, man-made or natural objects including submerged or semi-submerged trees, rocks, bridges, etc.; exposure to the natural elements can be uncomfortable and/or harmful causing sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue; I may encounter dangerous wildlife, insects, etc.; communication in the area in which this activity occurs is difficult and in the event of an accident, rescue and medical treatment may not be immediately available. I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in Ouzel trips/activities. I also acknowledge that Ouzel trips may involve lodging/camping in rustic and rugged situations which may present "comfort" issues for which I accept responsibility. I acknowledge that food preparation is an integral part of these activities and errors in food storage or preparation could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform Ouzel of any specific food related allergies. Water purification systems may or may not function correctly; I acknowledge that, in the event I choose to consume alcohol during my trip, I will bear complete responsibility for myself and for any damages I may cause to Ouzel, its property or to other guests. I acknowledge that my time at Ouzel events/activities may require me to use equipment (i.e. tents, river latrines, boat gear, etc.) that I might not be familiar with and will require me to interact with other guests and participants with whom I am also unfamiliar; any of these things can cause my discomfort and stress and have inherent risks. I acknowledge that I could be left alone, and/or out of contact with a guide/staff person for extended periods of time. I acknowledge that Ouzel is not a "Common Carrier" but rather is in the adventure or rafting trip business. Transportation to and from activities is incidental to the activity and may be provided by Ouzel and/or Ouzel employees and may involve errors in judgment by Ouzel staff operating the vans or other transport vehicles. Transport may be provided by independent contractors and may involve errors in judgment by those independent contractors. I acknowledge that Ouzel guide/staff seek safety, but they are not infallible. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions. I acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are often based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.
- Assumption of Risk** I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with Ouzel.
- Indemnity** Should Ouzel or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless. In other words, I agree to pay for all such fees and costs. This indemnity agreement includes for my own negligence.
- Personal Skill & Insurance** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in this activity. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities. I/we further agree to bear the costs of any injury, damage or emergency transportation or search and rescue my/ourselves.
- Photographic Assignment** I understand that the Ouzel reserves the right to take visual or audio records of any or all of its activities and on behalf of myself and any of the children for which I am responsible I/we hereby agree that Ouzel may use such records for promotional and/or commercial purposes without any remuneration to me.
- Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I/we file a lawsuit against Ouzel, I/we agree to do so solely in the State of Oregon, and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Oregon courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and Ouzel and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND I/WE AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(If participant is under 18 years of age, a parent or legal guardian must sign below)

Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_