

Section 1 I, the undersigned, as a participant on an Ouzel Holding, Co., Inc. (dba) Ouzel Outfitters (hereafter referred to as "Ouzel") trip, have been informed that Ouzel makes every reasonable effort to safeguard me, my family, and my (our) belongings. However, by reading and signing this document, I acknowledge and appreciate that during the river trip or tour and related activities in which I am participating with Ouzel and its agents, employees or associates, certain risks and dangers exist which are inherent in river running, associated activities and wilderness travel. I acknowledge and appreciate that these risks include but are not limited to loss or damage to personal property, personal injury or fatality to myself, my spouse, family members or friends. **Damage to or loss of property, personal injury or fatality may occur due to** the capsizing of a raft, kayak or other water craft; collision of a raft, kayak or other water craft with a vehicle, bridge, other water craft, rock, log, tree, or other object in the river or on shore; falling into or from a raft, kayak or water craft, or falling while hiking or walking on shore on and off established trails and paths; water damage due to leaking bags or other containers; illness caused by waterborne parasites or insect or animal borne bacteria and viruses; exposure to temperature extremes or inclement weather; immersion in cold water and hypothermia (significant loss of body heat); prolonged submersion or entrapment in or under the water due to a rock, tree, water craft, loose equipment, river current or other object in the water; collision while swimming in swift or calm water with a rock, tree, water craft or other manmade or natural object in the water or on shore. Damage to or loss of property, personal injury or fatality may also occur due to vehicle accident while riding in vehicles operated by Ouzel, its agents, employee or associates. I also acknowledge and appreciate that delay of advanced medical care in the event of accident or illness in remote places without medical facilities, physicians or nurses is inherent in the activities in which I am participating with Ouzel. I further acknowledge that emergency electronic communication devices (satellite phones) are **NOT** carried

Deschutes, McKenzie and North Umpqua River trips.

In consideration of and as part of payment for the right to participate in Ouzel trips or tours and the services and meals arranged for me by Ouzel and its agents and associates, I certify that I have the necessary skills and ability to participate in this activity, and do voluntarily participate in this river trip and the related activities with knowledge of the dangers and risks involved, as stated above. By my signature below, I accept and assume responsibility for myself or a minor for whom I have legal guardianship, for injury, death and/or loss of or damage to personal property and expenses thereof as a result of my participation in this activity except to the extent such damage or injury may be due to the gross negligence of Ouzel. I hereby agree to assume all responsibility for myself, my property and those for whom I have legal custody and hereby release and discharge Ouzel and its officers, directors, stockholders, employees, representatives, sub contractors and agents from all claims, demands, and rights or causes of action for injuries or damages of any description which may occur as a result of my participation on this Ouzel trip. If I am signing this agreement on behalf of another person, I certify that all representations are true with respect to the participant and that I am the participant's legal guardian with full authority to bind that person to the terms of this agreement.

Section 2. Ouzel and/or its associates and employees act only as agents for the client in making arrangements for trips and/or travel services with common carriers or other outfitters and/or guide services, for vehicle shuttle services, and for carpools among various trip members, and accepts and assumes no liability or responsibility whatsoever for any damages, injuries, fatalities, losses, or delays due to any cause whatsoever, whether to person or property in connection with such services and/or arrangements. Ouzel shall not be held responsible for any act, omission, or event during the time participants are aboard airlines, trains, buses, vans, or other common carriers or private passenger cars which are not operated by Ouzel and each trip member hereby agrees to release Ouzel from any and all liability in connection therewith.

Participants are strongly advised to have personal medical insurance, along with baggage and camera insurance. It is understood that if emergency evacuation should become necessary, the expenses are the sole responsibility of the participant and not that of Ouzel. Ouzel is not responsible for the safety and security of client vehicles or personal property left in vehicles during the course of any Ouzel trip or related activity. Ouzel reserves the right to accept or decline service to any person.

Section 3. I hereby agree to permit Ouzel employees and other guests to take photographs and make film records of the trip without further recourse or compensation to me. I understand and agree that such photographs and/or film records may be used for commercial and/or promotional purposes.

I HAVE CAREFULLY READ ALL SECTIONS OF THIS DOCUMENT AND FULLY UNDERSTAND THE CONTENTS OF EACH. I AM AWARE THAT THIS AGREEMENT CONSTITUTES AN ASSUMPTION OF RISK AND CONTRACT BETWEEN OUZEL AND/OR ITS AFFILIATED ORGANIZATIONS AND MYSELF. I SIGN OF MY OWN FREE WILL ON MY BEHALF OR ON BEHALF OF PARTICIPATING MINORS FOR WHICH I HAVE LEGAL CUSTODY.

NAME OF PARTICIPANT _____ D.O.B. _____ TRIP DATE _____

SIGNATURE _____ DATE _____

Minor participants can sign here, but parent or legal guardian must sign below.

NAME OF LEGAL GUARDIAN SIGNING FOR MINOR LISTED ABOVE _____

SIGNATURE OF GUARDIAN _____ DATE _____