

**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of **Peak 7 Adventures**, guides, their agents, owners, officers, principles, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**Peak 7 Adventures**"), I hereby agree to release, indemnify, and discharge Peak 7 Adventures, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- 1. I acknowledge that whitewater kayaking rafting, rafting of any kind, and any and all outdoor activities that I may undertake in conjunction with Peak 7 Adventures, 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 and I am willing to and hereby do accept any and all risk to myself and others in order to participate in these activities.

**The risks include, among other things:** whitewater rapids will be encountered; my boat could turn over and/or I could have to swim rapids risking collision with rocks and entanglement in trees; head injuries can occur; I can slip or fall during a hike, resulting in damage to equipment or personal injury; 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; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility.

- 2. I understand that **Peak 7 Adventures** employees, volunteers and agents have difficult jobs to perform. They are not aware of any participant's fitness or abilities. **Peak 7 Adventures** is not responsible for water conditions, routs, campsites, or other activities of participants who rent its equipment.
- 3. I understand that this whitewater kayaking or rafting trip may include classes 1 through 5 white water rapids and that some inherent risk is involved with such activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 4. I hereby voluntarily waive any rights to, and hereby release, forever discharge, and agree to indemnify and hold harmless **Peak 7 Adventures** from, any and all claims, demands, liability, causes of action, damages, expenses or costs that are in any way connected with my participation in this activity or my use of **Peak 7 Adventures** equipment or facilities, including any such claims that allege negligent acts or omissions of Peak 7 Adventures.
- 5. Should **Peak 7 Adventures** or anyone acting on its 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 reasonable attorneys fees and costs.
- 6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical physical condition I may have.
- 7. This agreement shall be governed by the laws of the state of Washington. In the event any lawsuit is filed in reference to this agreement, jurisdiction for the same shall be in the state of Washington, and venue for any such action shall be in Spokane County. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- 8. If I am an adult Participant, or the parent or guardian of a minor Participant, I agree for myself and on behalf of the minor that I/the minor am not currently under the influence of an intoxicating liquor or controlled substance and that I/the minor shall not consume or otherwise ingest an intoxicating liquor or controlled substance during the term of this Agreement. I understand and agree that this provision is a material term of this Agreement and that a breach of this provision shall constitute a breach of this Agreement.
- 9. In the event that I lose, misplace, destroy or break any of **Peak 7 Adventures'** equipment, I agree to pay for the actual replacement cost of said item(s) upon receipt of an itemized list of items replaced. I will not hold **Peak 7 Adventures** responsible for the loss of any property, money, personal belongings, or other merchandise of mine that occurs while engaged in this event.

Model Release: I authorize and agree to the reasonable and proper use by **Peak 7 Adventures** of any and all photographs/statements by, of or about my child and/or myself.

**I AM over 18 years old and 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 \_\_\_\_\_  
Date \_\_\_\_\_ River \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by **Peak 7 Adventures** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **Peak 7 Adventures** from any and all claims, liability, damages, causes of action, expenses or costs associated with or which are brought by me, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Name of Minor: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_ Spouse Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Please list any current health conditions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please explain any significant injuries, including treatment.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any fears, special needs, or recent events in the participant's life that may impact his/her experience or behavior during a rafting trip? If so, please explain in detail.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you feel that any aspect of the participant's mental or physical health may endanger him/herself, the guides, or other members of the group? Are there any activities that may physically or mentally cause too much exertion or anxiety on the participant? If so, please explain in detail.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there certain situations, conditions, foods, or medications that may trigger a negative reaction in the participant?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the camper have a history of any of the following medical conditions:

<input type="checkbox"/> fainting	<input type="checkbox"/> headaches
<input type="checkbox"/> seizures	<input type="checkbox"/> stomach aches
<input type="checkbox"/> panic/anxiety attacks	<input type="checkbox"/> asthma or other breathing problems
<input type="checkbox"/> Other _____	

Check this box if you would **NOT** like to receive our newsletter:  **No**, I would **not** like to be added to your mailing lists