

Trip Application



P.O. BOX 748 SALMON, ID 83467

Please read and complete one form for **each member of your party** and return to Idaho River Adventures to confirm your reservation.

Trip Date			Number o	f Days					
CONTACT IN	FORMATION								
Name and addre	ess								
					Daytimo	e Phone			
					Evening	g Phone			
						DI			
					Modile	Phone			
					Email A	ddress			
Date of Birth									
Weight		#							
Troight.	-	<u></u>							
Contact (Some	one who is NOT	traveling with	you)						
					Daytim	e Phone			
					Relationship				
DIETADY									
		nany dietary ne				commodate allergies for you on your trip.	s, such as rice mi	lk vs. regular milk, etc.	
Please let us kn	=		_						
Red Meat	Pork	∟ Fish	☐ Fowl	Eggs	Cheese	☐ Dairy			
Please let us kn	ow about any o	ther dietary pr	eferences:						
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PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

In consideration of the services of **Idaho River Adventures, Inc.**, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (here in after collectively referred to as "**IDAHO RIVER ADVENTURES**"), I hereby release and discharge **IDAHO RIVER ADVENTURES**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that boating on rivers, sea kayaking, hiking and/or fly fishing entails known and unanticipated dangers and risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to third parties or to property. I understand that I have an obligation to attempt to self-rescue in the event I am separated from my guide and/or raft. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things:

Rafting, Kayaking, Fishing and/or SUP (Stand Up Paddle Board) Trips: whitewater rapids will be encountered. I can be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some whitewater rapids. It is possible that I could become injured if I come in contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the boat. Boats could turn over or I could be "washed" overboard, kayaks could capsize, accidents can occur getting on and off the raft, boats are slippery when wet.

- I further understand and acknowledge that **IDAHO RIVER ADVENTURES** provides foot cups in some of their boats to assist participants in stabilizing themselves. The use of foot cups may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. The use of foot cups is totally voluntary.
- Also I understand that Class IV and V represent the most difficult and dangerous level of whitewater and recognize that the risks associated with whitewater rafting are greatly increased.

Hiking, Fishing and/or All Trips: I can slip or fall during a hike or while fishing, resulting in damage to equipment or personal injury. Exposure to the natural elements can be uncomfortable and/or harmful. I could be hurt by unanticipated movement of rocks, soil, or trees. I may be exposed to environmental hazards, biting or stinging animal life and forces of nature. I understand the trip (including camping) may take place in rugged outdoor conditions that contain inherent dangers due to weather, back-country terrain, the river environment, local flora and fauna and distance from hospital facilities. Other risks include lightening or other adverse weather, limited access to medical attention, inadequacy of medical attention, strenuous activity, dehydration, high elevation, high altitude, and/or becoming lost or separated. I am aware that exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death and accidental drowning is also a possibility.

Furthermore, **IDAHO RIVER ADVENTURES** guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of my fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.



PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK (CONT.)

- **2.** I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. 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. I am not relying on any oral, written or visual representations made by **IDAHO RIVER ADVENTURES**, including those made in brochures or other promotional materials, to induce me to go on this adventure.
- **3.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **IDAHO RIVER ADVENTURES** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **IDAHO RIVER ADVENTURES's** equipment or facilities, including any such claims which allege negligent acts or omissions of **IDAHO RIVER ADVENTURES**.
- **4.** 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 have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
- **5.** Should **IDAHO RIVER ADVENTURES** or anyone acting on its or their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify/reimburse and hold them harmless for all such fees and costs.
- **6.** In the event that I file a lawsuit against **IDAHO RIVER ADVENTURES**, I agree to do so solely in Nez Perce County in the state of Idaho or in the Federal Court for the State of Idaho, where **IDAHO RIVER ADVENTURES** has its headquarters, and I further agree that the substantive law of Idaho shall apply in that action without regard to the conflict of law rules of Idaho. I agree that if any portion of this release is found to be void or unenforceable, the remaining portions share remain in full force and effect.
- 7. By signing this agreement without a parent of legal guardians signature, I, under penalty of fraud, represents that I am at least 18 years of age. If signing as the parent or guardian of a minor participant, signing adults represent that they are a legal parent or guardian of the minor participant.
- **8.** I grant permission to **IDAHO RIVER ADVENTURES** and other trip participant to make movies, videos and photographs and to use them for promotion and/or commercial purposes without recourse or compensation to me. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **IDAHO RIVER ADVENTURES**, on the basis of any claim from which I have released them herein.

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