

**RELEASE OF LIABILITY - - READ BEFORE SIGNING**

In consideration of the services of Desert River Kayak, LLC., their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, (hereafter collectively referred to as "D.R.K.") I hereby agree to release and discharge DRK on behalf of myself, my children, my parents, my heirs, personal representatives and estate as follows:

1. I acknowledge that Kayaking, canoeing and tubing entails known and unanticipated risks which 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.

The risks include but are not limited to, among other things; boat capsizes, travel in remote areas, collisions with objects or other watercraft; prolonged exposure to cold water; hypothermia; accidental drowning; mental anguish, or trauma; illness in remote areas; exposure to sun, strong winds, cold, storms, large waves, eddies and whirlpools and lightning; wrist, arm, shoulder, and /or back injuries, slips and falls while hiking; and rapidly changing adverse weather and water conditions.

Furthermore D.R.K. guides have difficult jobs to perform. They seek Safety, but they are not infallible. They may be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warning or instructions, and/or the equipment may malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation is purely voluntary, and elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless D.R.K. from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity or my use of D.R.K. equipment or facilities, including any such claims which allege negligent acts or omissions of D.R.K..

4. Should D.R.K. or anyone acting on their 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 fees and costs.

5. I certify that I have adequate insurance to cover 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.

6. In the event that I file a lawsuit against D.R.K., I agree to do so solely in the State of Arizona, and further agree that the substantive law of that state shall apply in that action without regard to the conflict of the law of that state.

By signing this document, I acknowledge that if any one 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 D.R.K. on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

Phone \_\_\_\_\_, Date: \_\_\_\_\_, E-Mail: \_\_\_\_\_

**PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ ( print minor's names), a Minor, being permitted by D.R.K. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless D.R.K. from any and all claims which are brought by, or on behalf of said Minor, and which are in any way connected with such use and participation by said Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_