

# Arizona River Runners Form

Person: \_\_\_\_\_

## Visitor's Acknowledgement of Risk Form

In consideration of the services of Arizona River Runners, Inc., their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses including Canyon Jetboat Services, LLC (contracted to provide jet boat guest transportation from raft to take-out point on Lake Mead at trip end for certain trips) which shall be herein after collectively referred to as "ARR", I, the undersigned, and, if applicable, any minor child under the undersigned's care, custody and control, agree as follows:

Although ARR has taken reasonable steps to provide me with appropriate equipment and/or skilled guides so I can enjoy an activity for which I may not be skilled, ARR has informed me that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be causes of loss of or damage to my equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. ARR does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

- There are numerous rapids and fast-moving water to be encountered on the trip. Passengers can expect to be jolted, jarred, bounced, thrown to and fro, and otherwise shaken about during rides through some of these rapids. It is possible that passengers could be injured if they come in contact with other passengers, boxes, storage containers, or other equipment necessary to the operation of the expedition and the outfitting of the raft. It is also possible that some participants would suffer mental anguish or trauma from the experience of being thrown about in the rapids.
- Boats may turn over in the rapids and/or participants can be thrown from the boat or 'washed' overboard, which may result in any events including, but not limited to the following: prolonged exposure to cold water which can result in hypothermia, "cold water immersion" syndrome, "cold shock," impaired health or death; injuries sustained from the raft and its supplies and/or equipment, or from items in the river bed, such as floating debris or rocks; death by drowning; mental anguish and/or trauma.
- Accidents can occur while on shore or during off-river hiking excursions, including, but not limited to the following: trails and other terrain can include stream crossings and are often steep, rocky, and/or slippery and can cause participants to slip or fall, resulting in injury or death; poisonous plants, insects, or animals can be encountered, with detrimental effects to some participants, such as illness, shock, or death.
- Accidents can occur getting on and off the raft, including, but not limited to the following: rafts are sometimes slippery when wet and I might slip and fall, in which case I might damage or lose equipment I am carrying (such as a camera, canteen, or day pack), or I might injure myself by falling against some object in or on the boat, or on the shore; rafts get hot in the sun and I might burn myself when I climb aboard or sit on the side of the raft; rafts are subject to changes in the water and may drift a distance from the shoreline when I am trying to climb on or off and I might fall in the river, or drop equipment in the river; I may be asked to help push the boat from shore into deeper water, I could injure my back, over-stress my heart, or otherwise injure myself in doing so; I may be asked to help with tying the raft when pulling into shore, sometimes the current is swift, and the rope could pull through my hands causing "rope burns" or abrasions or I might trip over rocks, stumps, or other debris on shore while trying to hold the raft, or tie it to a suitable object on shore.
- Exposure to the natural elements and changing weather conditions can be uncomfortable, harmful, and in extreme cases, deadly. Exposure can include, but is not limited to the following: heat - sunburn, sun

poisoning, dehydration, heat exhaustion, heat stroke, heat cramps; weather - wind, rain, flash floods, storms, lightning; outdoor living - sleeping on the ground, using portable toilet facilities, eating meals out-of-doors, being in the open (more or less) for the extended length of the raft trip; prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," causing hypothermia; reactions to environmental allergens or food allergens can be altered and/or intensified.

- Accidents resulting in injury or death can occur in transportation, including, but not limited to the following: accidents and dangers inherent in traveling in motor vehicles at highway speeds or otherwise; accidents and dangers inherent in air travel via helicopter and/or fixed-wing aircraft; accidents and dangers inherent in travel by high-speed jet boat including but not limited to colliding with sandbars.
- Potential exposure to foodborne illness, waterborne illness, airborne illness, communicable disease or infection, and/or other illness.
- In the event professional medical care is necessary, access to professional medical care may take many hours or even overnight. While waiting for professional medical care, guides and/or other medical personnel may render necessary emergency medical care.
- Decisions are made by guides and participants based on a variety of perceptions and evaluations which by their nature are imprecise and subject to reasonable errors in judgment. Misjudgments may pertain to, among other things, a participant's capabilities, environment, terrain, water and weather conditions, natural hazards, routes, and medical conditions.

I am aware that white water river rafting entails risks of injury or death to any participant. I understand that the description of these inherent risks is not complete, and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein, and for those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of ARR has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I also acknowledge and understand that consuming alcohol while participating in this river expedition and outdoor activities may increase the risk of many on- and off-river activities. In addition, I understand and acknowledge that alcohol consumption is illegal in the State of Arizona for anyone under twenty-one (21) years of age.

I possess the following qualifications, which I understand are prerequisites to participation in this activity:

1. Unless prior communication with the ARR office, all minors accompanying me are 8 years old or older for all motorized trips and are 12 years old or older for all oar trips.
2. I have informed ARR in writing of all pre-existing physiological impairments and mental conditions that might increase my chance of injury or death.
3. My physical and mental condition allows me to participate in activities described above without endangering myself or others.

To the maximum extent permitted by law, the provisions of this agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Arizona, without regard to the principles of conflicts of law and each party consents and submits to the exclusive jurisdiction of the state courts located in the State of Arizona and agrees and consents to state court venue located in Coconino County, Arizona.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody and control, for bodily injury, death, loss of personal property, and expenses thereof as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and/or as a result of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge

that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives, estate, and all members of my family, including any minors accompanying me.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

SAMPLE