

PARTICIPANT AGREEMENT

MACKAY WILDERNESS RIVER TRIPS

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Boise, ID 83702

1-800-635-5336
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PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGMENT OF RISK

In consideration of the services of Mackay Wilderness River Trips, Inc., their guests, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively called MWRT), I hereby agree to release and discharge MWRT, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that boating on rivers 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 they cannot eliminate such risks simply without jeopardizing the essential quality of the activity. The risks include, among other things: whitewater rapids will be encountered. You can be jolted, jarred, bounced, thrown back and forth and shaken about during rides through these rapids. It is possible that you could be injured if you come in contact with food boxes, other storage containers, or fixed equipment necessary to the operation of the expedition and the outfitting of the raft. Boats could turn over or you could be washed overboard. You can slip or fall during a hike, resulting to damage to equipment of personal injury. Accidents can occur getting on and off the rafts. Rafts are slippery when wet. Exposure to the natural elements can be uncomfortable and /or harmful. You should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, or heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases cause death and accidental drowning is also a possibility. Furthermore, MWRT guides have difficult jobs to do. They seek safety, but they are fallible. They might be ignorant of a participant's fitness or ability. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. Should MWRT or anyone acting on their behalf, be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
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 all costs of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in the 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. In the event that I file a lawsuit against MWRT, I agree to do so solely in the State of Idaho, and I further agree that the substantive law of that state will apply in that action without regard to the conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, a court of law may find me to have waived my right to maintain a lawsuit against MWRT 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 understood it, and I agree to be bound by the terms.

Print Name _____ Telephone (H) _____ (W) _____

Address _____ City _____ State _____ Zip _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIANS'S ADDITIONAL INDEMNIFICATION

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

In consideration of _____
(print minor's name (s))

Minor being permitted by MWRT to participate in the activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MWRT from any and all claims that are brought by, or on the behalf of Minor, and which are in any way connected with such use or participation by Minor.

Print Guardian's Name _____ Signature of Guardian _____ Date _____