

# ARTARIVERtrips

## AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE AND TO INDEMNIFY

Selway River and Green River Through Desolation Canyon

Please read this contract carefully.

It releases American River Touring Association, Inc. from liability and waives certain rights.

In consideration of being permitted to participate in an adventure trip with American River Touring Association, Inc. ("ARTA"), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in a river trip with ARTA (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by ARTA, the presence of which are integral to the adventurous nature of the Activity. The following list of dangers and risks that could cause physical or emotional injury or death is not exhaustive – I understand that there are many other dangers or risks associated with the Activity not listed below: **1) Risks associated with boating and being around or in water, including:** falling into water; water immersion including drowning; jolting or jarring resulting in contact with hard objects including oars and your own paddles or those of other participants, boating equipment, the body parts of other participants, and rocks; injurious contact with natural and manmade objects; capsizing boats; becoming tangled in ropes; getting trapped or caught beneath an overturned boat; foot entrapment; trapped limbs; striking and/or becoming entangled with strainers or other objects under the surface of the water; failure to understand and follow guide or instructor instructions; hypothermia; physical over-exertion; mental or physical shock; boating equipment malfunction; slipping, tripping or falling around or from boats; burning associated with hot surfaces and sun; and errors in guide judgment, or lapse in guide skill. **2) Risks associated with transport in a motor vehicle or aircraft, including:** all commonly understood risks of riding in a vehicle; risks associated with riding in a vehicle in remote terrain on backcountry or 4-wheel drive roads; risks associated with approaching, entering, and riding in aircraft; and lapse in driver, guide or pilot judgment or skill. **3) Risks associated with fishing, hiking, camping or extracurricular activities on a watersports trip, including:** rough trail; slipping, tripping or falling; allergen exposure; exposure to dangerous wildlife or insects; snake bites, bodily failure while carrying heavy objects; flying man-made objects such as balls, frisbees, gear, or equipment; exposure to fishing hooks and lines; injurious contact with your own fishing equipment or that of other participants; falling or slipping into the river while on shore; falling trees; moving objects associated with extreme weather; hail; lightening; flash flood; wildfire or uncontrolled camp or kitchen fire; food-borne bacteria or virus; water-borne bacteria or virus; kitchen or cooking related dangers; exposure to food allergens; landslides; rock-fall; mudslides; avalanche; and dangerous water crossings. **4) Risks associated with being on an outdoors trip with other participants and relying upon guides or instructors, including:** mentally or physically unstable or criminal trip participants; negligence by trip participants; all manner of outdoor injuries including brain injury, spinal injury, bone breaks, burn, internal injury, sickness or disease, exposure to airborne pathogens and viruses, including but not limited to contraction of Covid-19; hypothermia, heatstroke, sunburn, dehydration, hyponatremia, and high altitude injury; getting lost; errors in guide or instructor judgment or lapse in guide or instructor skill; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; and mental, physical, or emotional injury or distress from exposure to any of the above. I understand that ARTA has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death. I further understand and acknowledge that ARTA provides foot cups in some of its boats to assist participants in stabilizing themselves. Although foot cups assist participants from falling out of a boat, their use may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. I recognize that use of foot cups is totally voluntary.

**3. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with ARTA the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I have been informed of the increased risk associated with running higher classes of whitewater, particularly Class IV and V whitewater, and of the changing nature of such risk as water levels change. I understand that I am responsible for truthfully disclosing and notifying ARTA of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume alcohol during my trip, I will bear sole responsibility for myself and for any damages I may cause to ARTA, its property or to other guests. I am not relying on any prior oral, written, or visual representations made by ARTA, including in any website or promotional materials, to induce me to go on any adventure activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

**ARTA**  
**river trips**

**AGREEMENT TO ASSUME ALL RISKS;  
RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE AND TO INDEMNIFY**

Selway River and Green River Through Desolation Canyon

**Page Two**

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for ARTA's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE AMERICAN RIVER TOURING ASSOCIATION, INC.**, its affiliated companies and subsidiaries, or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By signing this Agreement Not to Sue, I am releasing any right to make a claim or file a lawsuit against any Released Party. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract and/or express or implied warranty (but not gross negligence or intentional conduct).

**5. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against released parties, undersigned will be required to pay back to the released parties all sums of money incurred by, or paid by or on behalf of any of the released parties on account of the bringing of such suit or claim, including all attorneys fees and costs.

**6. Medical Authorization:** I hereby: 1) authorize ARTA to undertake any emergency medical care for me; 2) authorize ARTA and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold ARTA harmless from any claims associated with such medical care and/or related transportation.

**7. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a legal parent or guardian of the minor Participant.

**8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogers, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

**9. Agreement to Application of California Law and Selection of Forum:** I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by California law, and that the exclusive jurisdiction for any claim shall be in the Tuolumne County Superior Court, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

**10. Miscellaneous Provisions:** I agree that ARTA may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of ARTA. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by ARTA during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that ARTA is not in a joint venture with any such vendor or subcontractor. I agree that ARTA is not a common carrier.

**I HAVE CAREFULLY READ THE FOREGOING TWO PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS.**  
**I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS CONTRACT.**

Signature \_\_\_\_\_

Printed Full Name \_\_\_\_\_

Date \_\_\_\_\_

If signing on behalf of a minor, printed full name of minor Participant: \_\_\_\_\_

If a minor participant is fourteen years of age or older,  
signature of minor participant as to acknowledgment of risks in Paragraph 1: \_\_\_\_\_