

Sage Canyon Outfitters 2022

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services Sage Canyon River Company, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Sage Canyon), I hereby agree to release and discharge Sage Canyon on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that river rafting, float-fishing, and wade-fishing entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, 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, among other things injury, drowning, or death. Boats could turn over or you could be "washed" overboard. You can slip or fall during a hike or walking to or from the boat, resulting in damage to equipment or personal injury. Accidents can occur getting on or off the raft. You should be aware that exposure to natural elements could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps.

Furthermore, Sage Canyon guides have difficult jobs to perform. They seek safety but they are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction. I understand that any route or activity chosen as a part of this outdoor adventure may not be the safest but has been chosen for its interest and challenge.

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

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Sage Canyon 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 Sage Canyon's equipment or facilities, including any such claims which allege negligent acts or omissions of Sage Canyon.

4. Should Sage Canyon, 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 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.

6. I hereby grant permission to Sage Canyon to make photographs and/or other images of my participation in this trip without recourse or compensation to me.

7. In the event that I file a lawsuit against Sage Canyon, I agree to do so solely in the state of Oregon and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

8. I have been offered the use of a rental helmet. It is my responsibility, if using a helmet, to keep it on and secured at all times when on the river. If I have declined the offer to use a rental helmet, I assume all responsibility for any injuries incurred resulting from not wearing a helmet.

9. Sage Canyon has put in place preventative measures to reduce the spread of COVID-19; however, Sage Canyon cannot guarantee that you or your child(ren) will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by taking part in Sage Canyon white water rafting and that such exposure or infection may

result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 during the trip may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Sage Canyon employees, participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s participation in Sage Canyon activities. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Sage Canyon Outfitters, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Sage Canyon, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in Sage Canyon Activities.

10. I hereby agree that I am not experiencing any of the following symptoms: Fever or chills, Cough, Shortness of breath or difficulty breathing, Fatigue, Muscle or body aches, Headache, New loss of taste or smell, Sore throat, Congestion or runny nose, Nausea or vomiting.

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 Sage Canyon 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 its terms.

Signature of Participant: _____

Print Name: _____

Today's Date: _____

Address: _____

Phone: _____

Email Address: _____

DOB: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

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

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

("Minor") being permitted by Sage Canyon to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Sage Canyon from any and all Claims which are brought by, or on behalf of, Minor and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____