



# Pirate Rafting Company



First Name		
Last Name		
Address		
City	State	Zip
Date of Birth		
Telephone		
E-mail Address		

Do you have any medical conditions, concerns, or allergies we should be aware of?

Trip Date(s)		
River: South Fork American	Middle Fork American	North Fork American
River Section: Gorge Chili Bar	Tunnel Chute	Chamberlain

# Pirate Rafting Company

## Waiver of Liability and Release, Express Assumption of Risk, and Indemnity Agreement

I hereby release, waive, and relinquish all claims and legal actions for personal injury, wrongful death, or property damage, against PIRATE RAFTING COMPANY, its owners, officers, operators, agents, employees, and associates including the State of California, its Department of Parks and Recreation, the United States Bureau of Reclamation, El Dorado County, Pacific Gas & Electric Company, and Sacramento Municipal Utility District, herein referred to as releasees, arising as a result of my participation in the whitewater river trips and related activities described herein, my use of PIRATE RAFTING COMPANY equipment, or any activities incidental thereto including rescue activities; this release applies even if PIRATE RAFTING COMPANY and/or its releasees are negligent or otherwise at fault. I also agree to protect, hold harmless, defend and indemnify PIRATE RAFTING COMPANY and/or its releasees and hold them harmless from all claims and legal actions for personal injury, death, or property damage arising from my conduct; these indemnities apply even if PIRATE RAFTING COMPANY and/or its releasees are negligent or otherwise at fault.

I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this whitewater rafting trip with PIRATE RAFTING COMPANY. I know and fully understand that a whitewater rafting trip, whether on a paddle raft, an oar raft, or any other type of vessel, is an outdoor adventure activity with inherent risks and hazards where serious accidents can occur, participants can suffer personal injury, property damage or death. I acknowledge and willingly assume all risks and hazards in whitewater rafting and river related camping, included but not limited to, loss of control of the raft, collision with other participants, rocks, trees, and any portion of the interior of the raft, other rafts and any manmade or natural obstacles, whether they are obvious or not, submersion in water, drowning, encounters with animals, wildlife and insects, exposure to extreme temperatures and inclement weather, wilderness terrain and unavailability of immediate medical attention in case of injury. I further understand and acknowledge that PIRATE RAFTING COMPANY provides foot cups in some of its boats to assist participants in stabilizing themselves. Although foot cups assist participants from falling out of the boat, the use of foot cups may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. Use of foot cups is totally voluntary. My participation in this activity is purely voluntary and I elect to do so at my own risk.

In consideration for PIRATE RAFTING COMPANY allowing me to participate on this trip, I voluntarily agree to release, discharge, and hold harmless PIRATE RAFTING COMPANY and the releasees, their owners, officers, agents and employees for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge PIRATE RAFTING COMPANY and the releasees, their owners, officers, agents, and employees from any act or omission of negligence in rendering or failing to render any type of emergency or medical services. In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) suffer any form of personal injury, property damage or death, I am giving up my right to make a claim or file a lawsuit against PIRATE RAFTING COMPANY and all other parties and affiliates named herein even if they negligently or by some other act or omission cause the injury or damage.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in this whitewater rafting trip, and I sign this release on their behalf. In addition, I give PIRATE RAFTING COMPANY, the State of California, its Department of Parks and Recreation, the United States Bureau of Reclamation, El Dorado County, Pacific Gas & Electric Company, and Sacramento Municipal Utility District permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of PIRATE RAFTING COMPANY nor its releasees. Personal medical and travel insurance is strongly advised.

PIRATE RAFTING COMPANY reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of PIRATE RAFTING COMPANY while on this trip. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I hereby agree that PIRATE RAFTING COMPANY may use film or photographic records of this rafting trip for its promotional and/or commercial purposes.

**I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT THIS IS A RELEASE OF ALL CLAIMS. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN WHITEWATER RAFTING. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.**

Please print name \_\_\_\_\_ Date of Trip \_\_\_\_\_

Signature \_\_\_\_\_

Print Minor's name \_\_\_\_\_ Date of Trip \_\_\_\_\_

Legal Guardian's Signature \_\_\_\_\_

\*signature of participant or legal guardian if participant is under 18 years of age.