



Forward Paddle Rafting Co.
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RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (“Agreement”)

In consideration of being permitted to participate in the rafting trip (the “Trip”) by Forward Paddle Rafting LLC (“FPR”), d/b/a Forward Paddle Rafting Co., the undersigned, for himself or herself, and his or her personal representatives, heirs, spouse, parents, siblings, and children, hereby acknowledges and agrees to the following:

1. **Statement of Assumption of Risk.** My participation in the Trip bears certain known and unknown risks which could result in injury, death, illness, disease, damage to or loss of property. Injuries that I might incur include, but are not limited to the following: flesh wounds, muscular-skeletal injuries, cosmetic injuries, permanent disabilities and other injuries including death and/or dismemberment. Risks include, but not limited to, those caused by
 - a. flipping of a water craft, such as a raft or a kayak (“Boats”);
 - b. colliding with other Boats, rock, log, tree, or other river debris;
 - c. falling out of boats;
 - d. falling while hiking;
 - e. prolonged submersion in the river;
 - f. consumption of food and drinks, if any, provided by FPR; and
 - g. riding in cars operated by FPR to and from the river.

I voluntarily undertake the Trip and agree to accept all risk associated with my participation in this Trip.

2. **Release of Liability and Indemnification Statement.** I understand that there are unavoidable risks involved with participation in this Activity, and I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify and hold harmless and release and forever discharge FPR, its owners, operators, officers, employees, agents, and representatives (“Released Parties”), from any and all liability and all claims and causes of action whatsoever for any damages to or loss of property, personal illness, or injury (including death) caused by, deriving from, or associated with my participation in the Trip.
3. **Medical Treatment Consent.** I fully understand that the Trip may occur in a remote area and that medical services may not be immediately available. In the event of illness or injury to me, and in the event that medical services can be obtained, and if I am unable to grant permission at the time emergency treatment is required, I hereby authorize FPR by and through its authorized representative(s) or agent(s), if any, to secure any necessary treatment including the administration of an anesthetic and surgery. I agree to be the party responsible for all medical expenses that are incurred on my behalf.
4. **Statement of Health.** I certify that I have neither a condition nor circumstance, such as medication, that would prevent me from participating in the Trip. If I have a question concerning my specific situation, I may ask an organizer to clarify the Trip, but ultimately the decision to participate is mine and I have the responsibility to seek medical consultation prior to the Trip.
5. **Use of Photographs.** I give permission to FPR, and its assigns and licensees, to use my name and any photographs taken of me during the Trip in any promotional materials, events, or publications.
6. **Choice of Law; Venue Selection.** In event of a law suit, I agree that all causes of action will be filed in Multnomah County, Portland, OR and that this Agreement shall be construed in accordance with the laws of the State of Oregon.
7. **Severability.** If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily, without any inducement, assurance, or guarantee being made to me, and I intend my signature to constitute a complete and unconditional release of liability to the greatest extent allowed by the laws of the State of Oregon. Furthermore, I have not relied on the advice or input of any of the Released Parties about the interpretation and effect of this Agreement, and also acknowledge that none of the Released Parties has the authority to make any representations concerning the interpretation or effect of this Agreement, or the verbally limit or modify any terms of this Agreement.

NAME _____ AGE _____

SIGNATURE _____ DATE _____

REQUIRED FOR PARTICIPANTS UNDER AGE 18 AT TIME OF REGISTRATION

The undersigned parent, or legal or natural guardian of a minor participant, for and on behalf of myself, the minor participant, and our heirs, assigns, and legal representatives, consent to the terms of the Release of Liability and Assumption of Risk Agreement set forth above. All references above to “I”, “me”, “myself”, or “my” shall refer to myself and to the minor participant. I represent that I have the legal authority to sign this Agreement on behalf of the minor participant and will hold harmless and indemnify the Released Parties from any liability that may be imposed against them because this representation is found to be untrue.

NAME OF PARENT/GUARDIAN _____ RELATIONSHIP TO MINOR _____

SIGNATURE OF PARENT/GUARDIAN _____ DATE _____