

Talkeetna River Guides & Rafters, Inc.

RELEASE AND WAIVER OF LIABILITY

PARTICIPANT'S ACKNOWLEDGMENT OF RISKS

WARNING: There are significant elements of risk in any adventure, sport, or activity associated with the outdoors and/or wilderness and the use or presence of watercraft, including but not limited to kayaks, rafts, boats, or any other float craft or device (referred to herein as "activities"), and the use of any related equipment.

In consideration of the services of TALKEETNA RIVER GUIDES & RAFTERS, INC., their offices, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "TRG"), I agree as follows:

Although TRG has taken reasonable steps to provide you with appropriate equipment and/or skilled guides so you can enjoy any activity for which you may not be skilled, we wish to remind you this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

1. Changing water flow;
2. Collision, with other participants, any portion of the interior of the craft, other watercraft, man-made or natural objects, including overhanging, submerged, and/or semi-submerged trees, branches, rocks, boulders and ice;
3. Cold weather and heat related injuries and illnesses including frostbite, hypothermia, heat exhaustion, sunstroke, and dehydration;
4. Inclement weather, lightning, variances and extremes of wind, weather and temperature, encounter with or attack by insects, reptiles, and animals;
5. Your own sense of balance, physical conditions, ability to swim, walk, and/or follow instructions;
6. Loss of control of the craft, collision, capsizing, and sinking of the craft, which can result in wetness, injury, exposure to the elements, hypothermia, and/or drowning;
7. Getting in or out of the craft;
8. Travel, including hiking, portaging, and travel to or from the activity;
9. The presence of marine life forms;
10. Accidents or illnesses occurring in remote places where there are no available medical facilities;
11. Fatigue, chill and/or dizziness, which may diminish your reaction time and increase the risk of accident.

I am aware that this activity entails risks of injury or death to myself. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness, or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate despite the risks.

I possess at least the following qualifications, which I understand are prerequisites to participate in this activity:

- A. I am physically and mentally capable of participating in the activity and/or using the equipment.
- B. I am safety conscious and acknowledge that wearing a Type V personal flotation device ("PFD") while in or upon the watercraft is a basic safety precaution and is required.
- C. I recognize that I will be outfitted as needed for the activity. Any use of any item provided to me by TRG is at my own risk.

I certify that I am fully capable of participating in these activities. Therefore, I assume full responsibility for myself, including any minor children, for which I am responsible, for bodily injury, accidents, illnesses, death, loss of personal property, and expenses thereof because of those inherent risks and dangers.

I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND WAIVER TALKEETNA RIVER GUIDES & RAFTERS, INC., its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event

("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss, or damage to persons or property incident to my involvement or participation in these programs, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I, for myself and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE to the fullest extent permitted by law.

I, for myself, my heirs, administrators, executors, and assigns, HEREBY COVENANT AND AGREE THAT I WILL NEVER INSTITUTE, PROSECUTE, OR IN ANY WAY AID IN THE INSTITUTION OR PROSECUTION of, any demand, claim, or suit against TRG, for any destruction, loss, damage, or injury, including death, to my person or property which may occur from any cause whatsoever as a result of my participation in these activities.

I release claim to and allow the use of any photographic or video material of myself taken by TRG for marketing their activities.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be binding upon myself, my heirs, assigns, personal representative and estate, and for all members of my family including any minors accompanying me.

Participant's Name:

1. (Print Name) _____ (Sign) _____

Date: _____

2. (Print Name) _____ (Sign) _____

Date: _____

**If Participant is under 18, the Parent or Legal Guardian must also sign:
Parent or Legal Guardian Name:**

1.(Print Name) _____ (Sign) _____

Date: _____ (Age)

2.(Print Name) _____ (Sign) _____

Date: _____ (Age)

3.(Print Name) _____ (Sign) _____

Date: _____ (Age)

4.(Print Name) _____ (Sign) _____

Date: _____ (Age)