

**ORION EXPEDITIONS, INC.  
RELEASE AGREEMENT AND ACKNOWLEDGEMENT OF RISK**

I, the undersigned, in consideration of the services of Orion Expeditions, Inc., its officers, directors, employees, contractors, agents and representatives (collectively referred to in this Agreement as "Orion"), hereby agree to release and discharge Orion, on behalf of myself, my heirs, assigns, personal representatives, dependents, and estate as follows:

1. I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears known risks and unanticipated risks which could result in serious injury, death illness or disease, physical or mental, or damage to myself, to my property or to spectators or other third parties. The following describes some, but not all, of those risks:

(a) Accident or mishap while traveling to and from the river, whether in vehicles operated by Orion, or in vehicles operated by other persons;

(b) Collision with any object or person in or outside the boat, or on land, or on the river, or in the river, including, among others, collisions with equipment, other persons, rocks, boulders or trees;

(c) Any attempt on my part to perform beyond my physical and/or mental ability, and/or the aggravation, recurrence or onset of any pre-existing medical condition of mine;

. (d) Failure on my part or on the part of other guests to comply with any Orion instruction;

. (e) Falling from the boat into the river, or onto a rock, tree or other object, or onto the river bank, and any slip or fall on any terrain;

(f) Entanglement in, or entrapment by any rope, line, webbing or other equipment, or entanglement in, or entrapment by any other object in or around the river, including, among others, rocks, boulders, trees or man-made objects;

. (g) Failure of equipment, whether owned by me, or provided by or rented from Orion;

. (h) The forces of nature, including, among other things, strong currents, large waves, powerful hydraulics, and/or inclement weather;

. (i) Swimming or floating in the river, drowning, hypothermia, exposure, heat-related illness and/or shock; and/or

. (j) Emergency evacuation and rescue, including among other things, evacuation and rescue from remote and/or hazardous situations.

**WHITEWATER RAFTING DOES NOT TAKE PLACE IN A CONTROLLED ENVIRONMENT. AND WILL ALWAYS BE SUBJECT TO THE RISKS POSED BY THE FORCES OF NATURE. THE NATURE AND EXTENT OF THOSE RISKS ARE NOT CAPABLE OF PRECISE DETERMINATION OR CONTROL. EVEN BY PERSONS WITH MANY YEARS OF RAFTING AND GUIDING EXPERIENCE. RAFTING AND/OR ASSOCIATED ACTIVITIES ARE DANGEROUS ACTIVITIES.**

2. Being aware that this activity entails known and unknown risks of my serious injury, death or property damage, and risks of serious injury, death or property damage to spectators or other third parties in consequence of my actions, I expressly agree, covenant and promise to accept and assume all responsibility and risk for all and any injury, death, illness or disease, or damage to myself, to others, or to my property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to hold harmless, defend and indemnify Orion from and against any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but

not limited to the negligent acts or omissions of Orion, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property.

**IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE, INCLUDING ME, IS HURT OR DIES OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ORION, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY, DEATH OR PROPERTY DAMAGE.**

4. Should it become necessary for Orion, or someone on Orion's behalf, to incur attorneys' fees and costs to enforce and/or interpret this agreement, or any portion of this Agreement, I agree to pay the reasonable costs and attorneys' fees incurred by Orion and such persons, or for which they incur any liability.

5. I agree to refrain from consuming any alcohol or other intoxicants for any period during which they may adversely affect me while rafting. I am affected by the following medical conditions (including allergies), and am taking the following drugs: \_\_\_\_\_

I have consulted with a medical professional concerning the use of such drugs and the effect of such conditions while rafting. In the event of illness or injury occurring while rafting, I hereby consent in advance to whatever medical or surgical diagnostic and/or restorative procedure or treatment is considered necessary in the judgment of the attending physician, medical technician or guide furnishing medical services.

6. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in this event. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

7. If any provision of this Agreement is held to be invalid, such invalidity shall not render invalid the remainder of this Agreement or the remainder of the section of which such invalid provision is a part. If any provision of this Agreement is so broad as to be held unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

Signature of participant: \_\_\_\_\_ Print name: \_\_\_\_\_

If under 18, signature  
of parent or guardian: \_\_\_\_\_ Print name: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

River: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

**HELMETS: By checking the box below, you are stating that you do NOT want to use the helmet provided.**



ORION EXPEDITIONS, INC.

**INDEMNIFICATION AGREEMENT BY PARENT/GUARDIAN FOR PERSON UNDER AGE 18**

NAME OF PARTICIPANT: \_\_\_\_\_

NAME OF GUARDIAN: \_\_\_\_\_

I, the parent or guardian of the minor rafting participant named above (referred to in this Indemnification Agreement as the "Participant") acknowledge and understand that the Washington Supreme Court has determined that to the extent that a parent's release of a third party's liability for negligence purports to bar a child's own cause of action, it violates public policy and is unenforceable.

Therefore, in consideration of Orion Expeditions, Inc. permitting the Participant to participate in rafting and/or associated activities, I hereby agree to defend, indemnify and hold harmless Orion, its directors, officers, employees, contractors, agents and representatives (collectively referred to in this indemnification Agreement as "Orion", from and against any and all costs, losses, liabilities, and claims Orion may incur arising out of the Participant's participation in rafting and/or associated activities (collectively referred to in this indemnification Agreement as "Claims"). Such Claims include, among other things, reimbursement of all legal costs and reasonable attorneys' fees incurred by the Participant and by Orion.

I, on behalf of myself and the Participant's parents or other parent, also fully and forever discharge and release Orion from all and any Claims, including, among others, legal costs and reasonable attorneys' fees, and also including, among others, all and any Claims for negligence on the part of Orion, which I and/or the Participant's parents or other parent may have concerning the Participant.

I shall ensure that the Participant complies with the instructions of any Orion personnel, and that such Participant understands that rafting and/or associated activities are dangerous activities.

**I AGREE TO ENSURE THAT THE MINOR PARTICIPANT NAMED ABOVE OBEYS ORION INSTRUCTIONS. TO ENSURE SUCH PARTICIPANT UNDERSTANDS THAT RAFTING AND/OR ASSOCIATED ACTIVITIES ARE DANGEROUS, TO INDEMNIFY ORION AGAINST CLAIMS SUCH PARTICIPANT MAY MAKE AND TO RELEASE ORION FROM ALL CLAIMS (INCLUDING NEGLIGENCE) WHICH I AND/OR SUCH PARTICIPANT'S PARENTS MAY HAVE CONCERNING SUCH PARTICIPANT.**

If any provision of this Agreement is held to be invalid, such invalidity shall not render invalid the remainder of this Agreement or the remainder of the section of which such invalid provision is a part. If any provision of this Agreement is so broad as to be held unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

**I UNDERSTAND AND AGREE.**

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_  
(GUARDIAN)

\_\_\_\_\_  
(PRINT NAME)

WITNESS: \_\_\_\_\_  
(PRINT NAME)