

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
WHITEWATER PERMIT PROGRAM

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

Permittee: _____

Whitewater trip or other activities: _____

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in river trips offered by persons permitted to operate such trips ("Permittee") by the State of California Department of Parks and Recreation. Some risks are intrinsic to whitewater river running or water sports generally; other risks are inherent in outdoor activities, wilderness travel, camping, or picnicking; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by employees of the Permittee, the State of California Department of Parks and Recreation, or any other person.

Since all river trips are dangerous, and in consideration of being allowed to participate in the park and whitewater activities, I **HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST THE STATE OF CALIFORNIA, ITS DEPARTMENT OF PARKS AND RECREATION ("STATE") OR ITS PERMITTEES ARISING AS A RESULT OF MY PARTICIPATION IN THE WHITEWATER RIVER TRIPS AND RELATED ACTIVITIES DESCRIBED HEREIN, MY USE OF PERMITTEE'S EQUIPMENT, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF PERMITTEE AND/OR STATE ARE NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY PERMITTEE AND STATE 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 PERMITTEE AND STATE ARE NEGLIGENT OR OTHERWISE AT FAULT.**

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in the whitewater activity or trip, even if it occurs as a result of the negligence of Permittee or State or defects in equipment, (2) absolve and release Permittee and State from the consequences of their negligence, including without limit, rescue efforts, and defects in equipment, and (3) will protect, hold harmless, indemnify and defend Permittee and State against any legal actions or other claims for damages arising from my actions. **I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.**

I understand that certain minimum skills, capabilities, and physical and mental health and fitness are required in order to participate in dangerous activities like river running; I warrant that I possess these. I agree to wear a properly fastened personal flotation device (life jacket) at all times while on or in a boat, scouting rapids, or on or in the water, and to wear such other safety equipment as may be provided to me by Permittee. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not those of Permittee or State or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither Permittee or State has made representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Permittee and State including, as applicable, their agents, employees, officers, directors, and shareholders.

Signature: _____ Date: _____

Name & Address: _____

Signature of parent or guarding if the participant is under age 18: _____

Name & Telephone of person to contact in case of emergency: _____