

NOAH'S WILDERNESS ADVENTURES INC.

P.O. Box 763, Phoenix, OR 97535 (541)535-9281

ASSUMPTION OF RISK AND LIABILITY RELEASE

READ BEFORE SIGNING

PARTICIPANT'S AGREEMENT TO ASSUME THE RISK OF PERSONAL INJURY AND PROPERTY DAMAGE ASSOCIATED WITH RAFTING, FISHING AND WATER RELATED ACTIVITIES AND TO RELEASE NOAH'S WILDERNESS ADVENTURES INC. OWNERS, EMPLOYEES AND AGENTS, THE U.S. FOREST SERVICE, THE BUREAU OF LAND MANAGEMENT AND THE U.S.GOVERNMENT FROM ANY AND ALL LIABILITY IN CONNECTION WITH PARTICIPATION IN WATER SPORT ACTIVITIES. ___ RAFTING ___ FISHING

THIS AGREEMENT IS A RELEASE OF LIABILITY AND AN EXPRESSED ASSUMPTION OF THE RISK. PLEASE READ BEFORE SIGNING. DO NOT SIGN THIS DOCUMENT IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

1. I have asked to participate in the water activity of rafting and/or fishing with Noah's Wilderness Adventures Inc. I understand rafting and float fishing are sports that have certain inherent risks associated with them, including falling from a raft or kayak, drowning, encountering natural dangers such as rapids, logs, trees, rocks, shallow water, deep water holes and man made hazards such as bridges and equipment failure.

2. I understand that serious injury and death can result from the above stated risks associated with rafting and fishing. I expressly assume the risks set forth in paragraph one on my behalf and on behalf of minor children. I understand that accidents or illnesses can occur in remote places without medical facilities and I expressly assume these risks. I understand that rafting and fishing like all outdoor activities involve the risk of exposure to inclement weather, which can result in personal injury, property damage and death. I understand that rafting can be strenuous activity, which should not be participated in by persons with heart or cardiovascular ailments. I represent that myself and my family are in good health and physically and mentally capable of participating in rafting and/or fishing activities. I understand that any route or activity chosen as part of our outdoor adventure may not be the safest, but has been chosen for its interest. I understand that the activities of rafting and fishing and other hazards and exposures connected with the outdoors do involve a risk of injury, death and property damage.

3. I expressly assume the risks of personal injury, death and property damage which may result from my participation and my minor children's participation in rafting, fishing and water related activities as set forth in paragraph one and two above, and waive and release any claims based on negligence or breach of warranty I might assert on my own behalf or on behalf of my minor children, against Noah's Wilderness Adventures Inc, their owners, agents and employees, the U.S. Forest Service, the Bureau of Land management and the U.S. Government for personal injuries, death and/or property damage sustained while participating in rafting, fishing and water related activities with Noah's Wilderness Adventures Inc.

4. I understand that the signature of a parent or guardian of a minor child on this document shall make all provisions of this release and assumption of the risk agreement applicable to and binding on the minor child.

5. I further agree on my own behalf and on behalf of my minor children to hold harmless and indemnify Noah's Wilderness Adventures Inc, their owners, agents and employees, the U.S. Forest Service, the Bureau of Land Management and the U.S. Government for personal injury to others or for property damage which results from my own use or my minor children's use of rafts, kayaks and related equipment provided by Noah's Wilderness Adventures Inc, and our participation in rafting, fishing and water related activities.

6. I agree that any claim, action or lawsuit relating to personal injuries, death and property damage, as a result of participation in rafting, fishing and water related activities with Noah's Wilderness Adventures Inc. shall be brought in Jackson County, Oregon.

7. This agreement shall be legally binding upon me, my heirs, assigns, legal guardians and personal representatives. I have carefully read this agreement and understand its contents. I am aware that I am releasing certain legal rights that I otherwise may have and enter into this agreement on behalf of myself and/or my minor children of my own free will. My signature on this document indicates that I have read the entire document, understand it completely and agree to be bound by it's terms.

PLEASE PRINT LEGIBLY:

NAME	E-MAIL ADDRESS	PHONE #
COMPLETE ADDRESS	SIGNATURE	DATE

