Rill Adventures Inc. Raft & gear rental North Thorp Hwy, Thorp WA.

PARTICIPANT, AGREEMANT, RELEASE and ACKNOWLEDGMENT OF RISK

In consideration of the services of Rill Adventures Inc. rafting company, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity or on their behalf (hereinafter referred to as "Rill's), I hereby agree to release and discharge Rill's, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that boating on rivers will have known and unanticipated risk, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
   a. The risk include among other things: the possibility of slipping or falling when hiking to or away from the river, resulting in damage to equipment or personal injury. Accidents can occur getting on and off the raft, kayaks or tubes, the equipment is slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. You should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death and accidental drowning.
   b. Rill's Guides have a difficult job to perform. They seek safety, but are not infallible. They might be ignorant of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I also acknowledge that all or part of my group may be riding in a vehicle provided for a shuttle. I am aware that riding in a vehicles may have known and unanticipated risk, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
   a. Our drivers seek safety, but are not infallible and the equipment being used could malfunction. There is also the possibility of falling rocks and deer on the roadway.
3. I expressly agree and promise to accept and assume all risk existing in this activity. *My participation in this activity is purely voluntary, and I elect to participate in spite of the risk.*
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Rill's from any and all claims, demands, or cause of action, which are in any way connected with my participation in this activity or my use of Rill's equipment or facilities, including any such claims which negligent acts or omissions of Rill's.
5. Should Rill's or anyone acting on Rill's behalf need to to incur attorney's fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume- bear the cost of- all risk that may be created, directly or indirectly, by any such condition.
7. In the event that I file a lawsuit against Rill's I agree to do solely in Kittitas county of Washington State and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of the law rules of that state.

Adults sign here

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Rill's on the basis of any claim from which I have released them herein.
I have had sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms.

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Signature of participant _____ **Print,** _____ **Address** _____ **Date:** _____

Sign for minors here

Guardians sign below for participants under 18 **(every participant must be listed and have a parent or guardian sign as the responsible party)**

Print minors names here (responsible party sign below)

_____, _____, _____, _____

(Print minors name)("Minor") being permitted by Rill's to participate in its activities and to use its equipment and facilities I further agree to indemnify and hold harmless Rill's from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by minor.

Parent or guardian _____ **Print** _____ **Address** _____ **Date** _____

Every person participating must read and sign.