



## Assumption of the Risk - Waiver and Release of Liability

In consideration of Sawtooth Adventure Company, L.L.C. furnishing services and/or equipment so that I may participate in river rafting, canoeing and/or kayaking, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have inherent risks, dangers and hazards and such exists in my use of rafting, canoeing and /or kayaking equipment and my participation in rafting, canoeing and kayaking activities. My participation in such activities and/or use of such equipment may result in injury or illness including but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. I understand and acknowledge that these risks cannot be eliminated without destroying the unique character of the activity. I further acknowledge and understand that these risks and dangers may be caused by the negligence of the owners, officers, employees or agents of Sawtooth Adventure Company, L.L.C.; the participants' negligence, the negligence of others, accidents, breaches of contract, forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes, including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and other such risks, hazards and dangers that are inherent to recreational activities that take place in the wilderness, outdoor or recreational environment.

I hereby fully understand and acknowledge the risks, hazards and dangers identified herein and those risks not specifically identified of participating in these activities and/or use of equipment. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of Sawtooth Adventure Company, L.L.C.'s owners, officers, agents, or employees, or by any other person.

I, on behalf of myself, personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Sawtooth Adventure Company, L.L.C. and its owners, officers, agents and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of rafting, canoeing and /or kayaking equipment and my participation in rafting, canoeing and kayaking activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may presently or in the future have for the negligent acts or other conduct by Sawtooth Adventure Company, L.L.C.'s owners, officers, agents or employees.

The State of Idaho shall govern in all respects this agreement and its construction, interpretation and enforcement.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS ASSUMPTION OF LIABILITY AND WAIVER AND RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. BY SIGNING I AGREE TO EXEMPT AND RELIEVE SAWTOOTH ADVENTURE COMPANY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature  
(If less than 18 years old)