

## Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (“Agreement”) is entered into between the undersigned (“I” or “me”) and Boise River Outdoor Opportunities, LLC (hereinafter “BROO”). I and/or the minor for which I have custody of desire to participate in a river outing activity offered by BROO. In consideration of the services of BROO and its agents, owners, officers, volunteers, sponsors, employees, and all other persons or entities acting in any capacity on behalf of BROO (“Releasees”), I hereby agree to release, indemnify, and forever hold harmless BROO and Releasees on behalf of myself, my parents, my heirs, any minor for which I have custody of, assigns, personal representative and estate (referred to as “we”) as follows:

**1. Inherent Risks:** I acknowledge that any water related activity (such as rafting, kayaking, stand up paddle boards, swimming, etc.) entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities is derived in part from inherent risks incurred by the activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that failing to use or properly use safety equipment increases my risk of injury or of not surviving an accident or incident while on the river trip. The inherent risks associated with the river trip in which I am about to participate include, but are not limited to: encountering whitewater rapids and changing water flows and the possibility that I will be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these rapids or changing water flows; it is possible that I could be injured if I come in contact with food boxes, oars/paddles, other storage containers, or other fixed equipment necessary to the operation or outfitting of the raft; there may be errors in food storage or preparations; I recognize there are foot cups or foot holds in watercraft which may assist in stabilizing or holding myself or others in the watercraft but which may present an increased risk of knee, ankle or other injury as a result of restricted movement; the raft or other river equipment may break down or be faulty; it is possible that loss of control of the equipment I use could occur resulting in collision or capsizing or sinking and that if a raft turns over or flips I could be "washed" overboard; rafts are slippery when wet and are naturally unstable so that I could slip and fall or be knocked out of the raft even in flat or non-moving water; while in the water I may become disoriented, panicked and/or experience trauma from rocks, boulders, etc.; I can slip or fall during hiking or portaging or getting to and from the river equipment and I understand that the areas in which I might hike sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc.; the raft or any portion of it may collide with or encounter other rafts, man-made or natural objects including submerged or semi-submerged trees, rocks, branches, boulders, bridges, etc.; accidents can occur getting on and off the raft; changing weather conditions, storms or even lightning are possible; exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants' ability to react or respond; I understand that prolonged exposure to cold water can result in “cold water immersion” syndrome or “cold shock,” hypothermia and in extreme cases death; I may encounter dangerous wildlife, insects, etc.; communication in the river terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. **I ACKNOWLEDGE THAT I AM ULTIMATELY RESPONSIBLE FOR MY OWN SAFETY AND THE SAFETY OF ANY MINOR UNDER MY CARE DURING MY PARTICIPATION IN BROO EVENTS/ACTIVITIES.**

BROO is **not a “Common Carrier”** but rather is in the business of providing rafting or scenic type trips. Transportation to and from the activity is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by BROO and may involve errors in judgment by BROO staff operating the vans, buses, cars or other transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. Furthermore, **BROO Guides have difficult jobs to perform.** They seek safety, but they are not infallible. They might be ignorant of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues, poor hearing, and other environmental and physiological conditions. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary, and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.

**2. Express Assumption of Risk:** As lawful consideration for being allowed to participate in activities offered by BROO, **I EXPRESSLY AGREE AND PROMISE ON BEHALF OF MYSELF AND ANY OF THE CHILDREN FOR WHICH I AM RESPONSIBLE, TO ACCEPT AND ASSUME ALL THE RISKS EXISTING IN THIS ACTIVITY. MY/OUR PARTICIPATION IN THIS ACTIVITY IS PURELY VOLUNTARY, AND I/WE ELECT TO PARTICIPATE DESPITE THE RISKS. I/WE EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT ARE CONTRACTUAL IN NATURE AND THAT I/WE ARE SIGNING IT OF OUR OWN FREE WILL.**

**3. Release and Waiver of Rights Including for Claims of NEGLIGENCE:** On behalf of myself and any of the children for which I am responsible, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BROO and Releasees from any and all claims (no known or hereafter known), demands, causes of action, fines, costs, or expenses of whatever kind, including reasonable attorney’s fees, which are in any way connected with my participation in this activity or my/our use of BROO’s equipment or facilities, including any such claims which allege negligent acts or omissions of BROO or Releasees. I covenant not to make or bring any such claim

against BROO and any other Releasees, and forever release and discharge BROO, its agents, and any other Releasees from liability under such claims.

**4. Indemnity:** I hereby agree to indemnify BROO and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or other expenses of whatever kind, including reasonable attorneys fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any third party action related to: (1) my failure to disclose any pre-existing conditions that make me unfit for participation in the activity for which I am signing this waiver, (2) my participation in the activity, (3) my negligent or reckless behavior while participating in the activity; and (4) any negligence on the part BROO or Releasees (including employees and independent contractors).

**5. Personal Skill & Insurance:** I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by BROO, including the ability to swim. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, included but not limited to (1) any heart condition; (2) any back problems (3) any condition resulting in loss of consciousness; 4) epilepsy; or (5) and any other condition characterized by seizure. I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition disclosed or undisclosed, known or unknown. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating in the river activity, or else agree to bear the costs of such injury, damage, or emergency transportation costs ourselves.

**6. Medical Issues:** I agree on behalf of myself and any of the children for which I am responsible that, in the event that BROO or any Releasee deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or from the field or to seek emergency medical care for me/us that, by signing this Agreement, I/we are giving BROO and any Releasee permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my/our care, treatment or removal from the field. By signing this Agreement, I/we are waiving any right to object to or bring any type of action or claim against BROO and any Releasee for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/us to any health-related person who becomes involved in my/our care or removal from BROO activities or the field.

**7. Photographic Assignment:** I understand that the BROO reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible I/we hereby agree that BROO may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by BROO.

**8. Release as Contract and Personal Capacity:** On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Agreement are contractual in nature and that I/we are signing it of my/our own free will. I/we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this Agreement and that there are no other impediments or reasons why I/we would lack the capacity to enter this Agreement with BROO.

**9. Basis of Bargain.** I understand that BROO would not allow me, or any minor that I have legal custody of, to participate in the activity without my agreement to the terms and conditions of this Agreement.

**10. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of Idaho without regard to principles of conflicts of law. The venue for disputes under this Agreement shall be exclusively in the courts of Ada County, Idaho and you hereby consent to the exclusive jurisdiction of such courts. You further agree that should BROO or any Releasees be required to incur attorney's fees and costs to enforce this Agreement, you will indemnify and hold them harmless for all such fees and costs This Agreement constitutes the sole and entire Agreement between you and the Company with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, Agreements, representations, and warranties, both written and oral, with respect to such subject matter. You expressly agree that Sections 2, 3, and 4 of this Agreement are intended to be as broad and inclusive as permitted by law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement and such term or provision shall be interpreted and enforced to the maximum extent which such court deems reasonable. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and assigns. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. Any waiver to this Agreement shall be in writing.

**BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE FOR MYSELF AND ANY OF THE CHILDREN I AM RESPONSIBLE FOR, THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (BOTH PAGES) AND THAT I/WE ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BROO AND ANY RELEASEE.**

Participant Signature: \_\_\_\_\_ Printed Name(s): \_\_\_\_\_ / \_\_\_\_\_  
Address: \_\_\_\_\_ E-mail \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Age: \_\_\_\_\_ Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Date: \_\_\_\_\_