



PARTICIPANT AGREEMENT, LIABILITY RELEASE AND ACKNOWLEDGMENT OF RISKS

In consideration of the services of Osprey Rafting Company, its directors, officers, shareholders, employees, agents, volunteers and all other persons or entities acting in any capacity on its behalf (hereinafter "Osprey"), I hereby agree to release and discharge Osprey, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge whitewater rafting and kayaking entail known and inherent risks, as well as unknown/unanticipated risks which could result in serious physical, mental or emotional injury or trauma, paralysis, death, drowning or damage to myself, third parties and my own or others' property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of these activities.

These risks include but are not limited to: 1) weather conditions that may change quickly, including temperature, precipitation, wind, lightning and excessive heat and sun; 2) water conditions that may change quickly, including waves, currents, eddies, whirlpools and water level; 3) overexertion, dehydration, hypothermia (being too cold), hyperthermia (being too hot) and sunburn; 4) contact with aquatic and land animals, including insects, reptiles and wildlife, in the water or on land; 5) rocks or other debris falling from overhanging shore areas and falling trees or branches; 6) difficult terrain or walking conditions along the shore and trails, including mud, slippery rocks, loose footing and steep slopes; 7) falling, capsizing or being flipped into the water (intentionally or unintentionally), including when exiting/entering raft/kayak, and resulting swims in rapids; 8) injury to a participant's finger, hand, arm, torso or head due to striking parts of a raft/kayak or being struck by other objects while in a raft/kayak; 9) muscular or skeletal injury, dislocation or strain due to physical exertion, especially in the wrist, shoulder and back and including knee injuries while getting into or out of a kayak/raft; 10) rotator cuff or shoulder injuries incurred during bracing or similar activities, and tendonitis or other repetitive strain injuries; 11) personal injury or property damage to (or loss of) my property or property owned by others (including Osprey) due to collision with persons or equipment (including buckets, paddles, pumps and storage containers) both inside and outside a raft/kayak, the raft/kayak itself and other watercraft, and natural or man-made objects in the water such as bridge abutments, trees, rocks, driftwood or other debris, or due to water immersion or being trapped in a wave "reversal"; 12) collision with or being pinned against objects such as bridge abutments, rocks, trees, logs, branches or other vegetation or natural or man-made objects (whether hidden or visible) located in or floating upon the river or on the river bank; 13) injury to a foot, ankle, knee or other part of a participant's leg due to entrapment in a raft/kayak, or otherwise being trapped or crushed while in a raft/kayak; 14) entrapment due to lines or other gear in a raft/kayak or objects in the water, including foot entrapment on the river bottom; 15) injury in the course of water fights with other participants; 16) improper first aid, emergency treatment or other attempted rescue services, including evacuation and the unavailability of life saving services or immediate medical attention in the case of injury; 17) my own physical condition and acts or omissions, including my level of rafting/kayaking experience and expertise; 18) exposure to polluted or contaminated water, including giardia; 19) the consumption of tainted food or drink during the trip; 20) my own and other participants' attempts to exceed rafting/kayaking skills and/or rafting/kayaking in a reckless manner; 21) my own failure or that of other participants to follow the safety guidelines and other instructions of Osprey's guides; 22) my own and others' improper use of equipment; 23) inadequate repair or maintenance of Osprey's facilities and equipment; 24) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by Osprey; 25) vehicular or pedestrian accident while being transported or walking to or from Osprey's staging areas; and 26) error or negligence on the part of Osprey and its guides and employees, including insufficient instruction or assistance.

Furthermore, Osprey and its guides have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or the water or terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in whitewater rafting and kayaking, including but not limited to those listed above. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Osprey from any and all claims, demands or causes of action which are in any way connected with my participation in these activities or the use of Osprey's equipment or facilities, **including all such claims which allege negligent acts or omissions of Osprey.**

4. Should Osprey or anyone acting on its behalf, be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that substantive Washington law (and not only conflict of law rules) rather than the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in Chelan County, Washington. In the event any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

5. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in these activities, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such conditions.

6. I acknowledge that Osprey has a Zero Tolerance drug and alcohol policy and I certify that I have not consumed drugs or alcohol within six hours of this trip, and I will not do so while participating in this trip.

7. I authorize and consent to Osprey taking photographs and video film of my participation in its programs, and to the unrestricted use and publication of my name and such photos or videos to promote the activities of Osprey. I release and hold harmless Osprey from any liability, claims or causes of action based upon the taking, publication or other use of such photos or videos.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF I AM HURT OR ANY 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 OSPREY, INC. ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED IT HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participants Printed Name: _____ Signature of Participant: _____

Address: _____ City _____ State _____ Zip _____

Phone _____ Date _____ E-mail: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor"), being permitted by Osprey to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Osprey 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.

Signature of Parent/Guardian: _____ Print Name: _____

Participant's Age: _____ (Check if over 18 years) Emergency Phone Number: _____