

Release of Liability, Medical Conditions Release and Essential Eligibility Criteria



NAME _____ EMAIL _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____ PHONE _____
EMERGENCY
CONTACT _____ PHONE _____

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

In consideration of being allowed to participate in any way in the Geyser Whitewater Expeditions, Inc. program, its related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:

- 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participant; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Geyser Whitewater Expeditions, Inc., their officers, officials, agents, and/or employees, other and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation. WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ Age _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

PLEASE TURN OVER

Release of Liability, Medical Conditions Release and Essential Eligibility Criteria

ATTENTION: You **may not** participate in Geyser Whitewater Expeditions, Inc. activities if you are 1) under the influence of alcohol, 2) under the influence of mind altering drugs or medication, 3) pregnant 4) or cannot fit into a Geyser Whitewater Expeditions, Inc. PFD (max torso diameter 52 inches). Additionally you hereby affirm you are not under the influence of alcohol or drugs and you are not pregnant.

Do you have any medical conditions? [circle] Yes No

If you circled Yes, please fill out the medical conditions release below.

Over Geyser Whitewater Expeditions, Inc. history, many participants with a variety of medical and physical difficulties have successfully participated in our trips, but Geyser Whitewater Expeditions, Inc. should be made aware of these conditions. Disclosure of this information may help us treat you in an emergency but does not guarantee your safety. All information will remain strictly confidential.

I, _____ (insert name) have the following medical conditions which I understand may adversely affect me during my participation in this trip [initial all applicable]: Furthermore I agree to accept that Geyser Whitewater Expeditions, Inc. cannot decide if these conditions will adversely affect my participation and I fully accept responsibility for my participation, regardless of any conditions I have.

___ Cardiovascular Problems (high blood pressure, heart attack, by-pass or other surgery)
___ Orthopedic Injury ___ Asthma ___ Diabetes ___ Seizure Disorder ___ Drug/Alcohol Abuse
___ Severe Obesity ___ Other

Please explain your condition:

Essential Eligibility Criteria: Geyser Whitewater Expeditions, Inc. and its owners, agents, officers and employees are not qualified to evaluate your fitness or ability for our trips, so you must determine for yourself if you are sufficiently fit to participate.

- I understand Geyser Whitewater Expeditions, Inc. cannot know, judge or test my ability, skills or fitness to participate in this raft trip or any other activities I intend to participate in, that are provided by or booked by Geyser Whitewater Expeditions, Inc.
- I understand the definitions of the classes of whitewater from Class I to Class VI.
- Be in good general physical condition.
- Be capable of moderate exercise for up to 2 hours.
- Fit properly into Geyser Whitewater Expeditions, Inc. Personal Floatation Device
- With the aid of a Life jacket (PFD), be able to swim to shore in swift moving, turbulent, and cold water (35-65 degrees Fahrenheit) up to Class IV whitewater without the help of a guide.
- Enter and exit raft independently or with the help of a companion.
- Remained seated and balanced in raft.
- I fully understand that falling out of a raft, drowning or being injured in any way is an Inherent Risk of this Raft Trip and rafting in general.
- I understand I can exit the raft or quit the trip at any time or point during the river trip.

I have reviewed the set forth **Essential Eligibility Criteria** by Geyser Whitewater Expeditions, Inc. and certify that I meet all of those criteria. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Geyser Whitewater Expeditions, Inc. and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may result from the above initialed medical condition.

_____/_____/____

Release of Liability, Medical Conditions Release and Essential Eligibility Criteria

Signature

Date