



EarthTrek Expeditions

Whitewater Rafting Adventures

PO Box 1010, 7308 Hwy 49, Lotus, CA 95651

(530) 642-1900 • (800) 229-8735 • FAX (530) 642-1976

EARTHTREK EXPEDITIONS, INC.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

This is a release. Read it carefully and sign below. This release essentially says that I know I am going on a whitewater rafting trip - not an amusement park ride. If I die, get hurt, or damage my belongings, I will not make a claim, sue or expect EARTHTREK EXPEDITIONS, INC, its owners, operators, agents, employees, and associates including the State of California, its Department of Parks and Recreation, the United States Bureau of Reclamation, El Dorado County, Pacific Gas & Electric Company, Placer County Water Agency and Sacramento Municipal Utility District, herein referred to as releasees, to be legally responsible or pay for any damages.

I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this whitewater rafting trip with EARTHTREK EXPEDITIONS, INC. I know and fully understand that a whitewater rafting trip, whether on a paddle raft, an oar raft, or any other type of vessel, is an outdoor adventure activity with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries, and property damage. I acknowledge and willingly assume all risks and hazards in whitewater rafting and river related camping, included but not limited to, loss of control of the raft, collision with other participants, rocks, trees, and any portion of the interior of the raft, other rafts and any manmade or natural obstacles, whether they are obvious or not, submersion in water, drowning, encounters with animals, wildlife and insects, exposure to extreme temperatures and inclement weather, wilderness terrain and unavailability of immediate medical attention in case of injury.

I understand that Class 4 and 5 represent the most difficult and dangerous levels of whitewater and recognize that the risks associated with whitewater rafting are increased. I further understand and acknowledge that EARTHTREK EXPEDITIONS, INC. provides foot cups in some of its boats to assist participants in stabilizing themselves. Although foot cups assist participants from falling out of the boat, the use of foot cups may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. Use of foot cups is totally voluntary. My participation in this activity is purely voluntary and I elect to do so at my own risk.

In consideration for EARTHTREK EXPEDITIONS, INC. allowing me to participate on this trip, I voluntarily agree to release, discharge, and hold harmless EARTHTREK EXPEDITIONS, INC and the releasees, their owners, officers, agents and employees for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge EARTHTREK EXPEDITIONS, INC and the releasees, their owners, officers, agents, and employees from any act or omission of negligence in rendering or failing to render any type of emergency or medical services. In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or my property damaged, I am giving up my right to make a claim or file a lawsuit against EARTHTREK EXPEDITIONS, INC. and all other parties and affiliates named herein even if they negligently or by some other act or omission cause the injury or damage.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in this whitewater rafting trip, and I sign this release on their behalf. In addition, I give EARTHTREK EXPEDITIONS, INC., the State of California, its Department of Parks and Recreation, the United States Bureau of Reclamation, El Dorado County, Pacific Gas & Electric Company, Placer County Water Agency and Sacramento Municipal Utility District permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of EARTHTREK EXPEDITIONS, INC. nor its releasees. Personal medical and travel insurance is strongly advised.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which EARTHTREK EXPEDITIONS, INC. or its agents is a party shall be either the city of Placerville, California or the County or Supreme Court in El Dorado County, California.

EARTHTREK EXPEDITIONS, INC. reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of EARTHTREK EXPEDITIONS, INC. while on this trip. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I hereby agree that EARTHTREK EXPEDITIONS, INC. may use film or photographic records of this rafting trip for its promotional and/or commercial purposes.

I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT THIS IS A RELEASE OF ALL CLAIMS. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN WHITEWATER RAFTING. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Please print name _____ River _____ Date of Trip _____

Signature _____
signature of participant or legal guardian if participant is under 18 years of age.

PLEASE FILL OUT THE APPLICATION FORM ON THE OTHER SIDE

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IMPORTANT Please fill out and return this form to **EarthTrek Expeditions**. This information is very helpful to us so please have everyone in your party complete this form. Thank you.

PLEASE PRINT CLEARLY

River _____ Trip Date _____

Name _____ Group Organizer Name _____
Address _____ City _____ Zip _____
E-mail _____
Day Phone (include area code) _____ Evening Phone _____
Age* _____ Weight** _____ Height** _____
*Required information for minors, optional for adults
**This information is important to assure proper floatation device sizes and wet suit sizes when weather and water conditions warrant their use.

Additional Information

MEDICAL INFORMATION Please describe any medical or physical condition which might affect your health, safety or ability to participate.

Are you allergic to bee stings, foods or medications? _____ If yes, describe _____

In case of emergency, contact _____

DIETARY INFORMATION Do you have any dietary restrictions or concerns. If yes, describe _____

OTHER INFORMATION Do you have any other considerations, such as guide requests, birthdays in your group, etc.? _____

CANCELLATIONS and REFUNDS

Please understand that when a reservation is made with EarthTrek Expeditions, it is a commitment for us to hold space for you and possibly turn others away from that particular trip date. If you decide to cancel it can be difficult for us to rebook a trip, especially cancellations close to the departure date. With this in mind the following cancellation/ refund policy must be strictly adhered to.

If you must cancel your reservation more than 60 days prior to trip departure you will receive a refund of 50% of the required trip deposit. If you cancel from 31-60 days prior to trip departure 100% of your deposit will be forfeited. For cancellations less than 30 days, all trip fees are forfeited. You may substitute another person with no penalty.

Short term trip cancellation insurance will protect you in case you need to cancel due to illness or a medical emergency. Insurance applications are available from our office.

PLEASE READ AND SIGN OTHER SIDE