

## AMBER WAVES ADVENTURES, LLC d.b.a. AMERICAN ADVENTURE EXPEDITIONS

Participants Name: \_\_\_\_\_  
Participants Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age of Participant: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Emergency Contact Name & Phone Number: \_\_\_\_\_

### ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

#### PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is participating in an Amber Waves Adventures, LLC d.b.a. American Adventure Expeditions program or activity shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older OR it means both the PARTICIPANT and the PARTICIPANT'S parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that participation in whitewater rafting, kayaking, fishing, swimming, wading, hiking, climbing on rocks and slopes, day and overnight camping, portaging, and traveling to and from activity sites (hereinafter collectively the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PROPERTY DAMAGES, PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned agree and understand that risks and dangers associated with the Activity include, but are not limited to, property damage, injury and/or death from or related to:

Changing weather conditions, water conditions, hidden underwater obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, overturning, falling, being washed or knocked into the river, impact with equipment, rocks, other people, collisions or accidents when traveling by vehicle to and from the Activity, carrying rafts, kayaks and other equipment, feet and other body parts becoming entrapped in or under rocks and other objects, contact with wild animals, poisonous reptiles and plants, equipment failure, equipment malfunction, contact with fishing hooks, infections, allergic reactions, head injury, neck injury, sprains, broken bones, drowning, tripping, falling, slipping, difficult terrain, becoming lost or separated, falling rocks and objects, lack of shelter, lightning, snow, storms and other weather conditions, the condition of the PARTICIPANT, fatigue, exhaustion, dehydration, heatstroke, hypothermia, and high elevation/altitude sickness, as well as the possibility of mental distress from exposure to any one or more of the above listed risks and others.

3. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that these and all activities, whether or not described, may be dangerous and may also include risks and dangers which are inherent and/or which cannot be reasonably avoided without changing the nature of the activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY, VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Additionally, in consideration of allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Amber Waves Adventures, LLC d.b.a. American Adventure Expeditions (hereinafter "AAE") or any of their respective entities, affiliates, parents, subsidiaries, insurance carriers, agents, employees, guides, representatives, assignees, officers, directors, and/or shareholders of all of the above (each and collectively hereinafter a "Released Party"). Also, the UNDERSIGNED AGREE TO WAIVE, HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, including, but not limited to, those claims based on any Released Party's alleged or actual **NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

5. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

6. THE UNDERSIGNED are responsible for determining PARTICIPANT'S medical, physical or other qualifications or suitability for participating in the ACTIVITY. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. The Undersigned authorize any Released Party and/or their authorized personnel to call for medical care for the Participant and/or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel or upon request of the Participant, medical attention is needed. The Undersigned agree that upon Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant. Further, the Undersigned agree to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless the Released Party from any costs incurred therein, or any claims and/or liens originating therefrom. THE UNDERSIGNED further agree to assume the risk of any medical or physical condition PARTICIPANT may have, including those conditions described in the space immediately hereafter. (Leaving line blank indicates "none.")

Conditions: \_\_\_\_\_

