



www.wolfcreekwilderness.com

Participant Agreement, Release, And Acknowledgement Of Risk

In consideration of the services of Wolf Creek Wilderness L.L.C. DBA Wolf Creek Wilderness, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "W.C.W."), I hereby agree to release and discharge W.C.W. on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that canoeing and kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: Capsize; variable water conditions such as eddies, waves, and currents; travel and illness in remote areas; collision with objects or other craft; prolonged exposure to cold water and hypothermia; accidental drowning; mental anguish or trauma; adverse weather conditions and exposure to sun, wind, cold, storms, and lightning. Furthermore, W.C.W. 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 the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity 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 W.C.W. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of W.C.W.'s equipment or facilities, including any such claims which allege negligent acts or omissions of W.C.W.
4. Should W.C.W. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any 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 this activity • or else I am willing to assume and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against W.C.W., I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.
7. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all previous discussion, promises or representations. No alteration or modification of this Agreement shall be valid unless agreed to in writing and duly signed by both the parties. This provision may not be orally waived.
8. All matters affecting the relations between the undersigned and Wolf Creek Wilderness, LLC, including but not limited to the interpretation, form, validity, enforcement and performance of this Agreement or any alleged duty, or alleged breach of a duty owed by Wolf Creek Wilderness or any of its members, agents, and/or employees, shall be decided under the laws of the State of California. In the event suit is brought by or on behalf of the undersigned against Wolf Creek Wilderness, LLC, or any of its members, agents, and/or employees, venue for such suit shall be had in the Nevada County Superior Court, Nevada County, California.
9. By signing this document, I acknowledge that if anyone is hurt or 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 W.C.W. on the basis of any claim from which I have released them 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.

Do you have any pre-existing medical conditions? If so; please list them in the space provided (attach an additional sheet signed by all parties if additional space is needed): _____

Signature of Participant: _____ Date: _____

Print Name: _____

Address: _____ Phone: _____

Signature of Parent or Guardian if Under 18: _____