

## WAIVER AND RELEASE AGREEMENT



Please read and be certain you understand the implications of signing.

I, as named in my signature below, do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with the recreational activities generally described as fishing, whitewater rafting, overnight camping, bonfires, weather-related health risks, and other related activities to be encountered on this guided fishing trip on the Deschutes River. I understand the Deschutes River is considered to be a whitewater river and I will be principally wading while fishing in the river. Wading can be slippery and hazardous, and takes ability to navigate swift waters and slippery rocks. Inherent hazards and risks include, but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant, including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or other's equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, and/or encountering objects either natural or manmade.
4. My own negligence and/or the negligence of others, including but not limited to, decision-making, including misjudging terrain, waterflows, rapids, weather, trails or route location.
5. Attack by or encounter with poisonous and non-poisonous plants, insects, reptiles and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death.

### Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being permitted to participate in the activity(ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. I hereby release and hold harmless with respect to any and all injury, disability, death, or loss or damage to person or property, R'S Outdoors, Inc. and/or employees of R'S Outdoors, Inc., whether caused by negligence or otherwise, except for those acts by R'S Outdoors, Inc. which would be considered willfully negligent or intentionally negligent.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns, may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

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

Date: \_\_\_\_\_  
Signature of Adult Participant Printed Name of Adult Participant

Date: \_\_\_\_\_  
Signature of Adult Participant Printed Name of Adult Participant

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Date: \_\_\_\_\_  
Signature of Adult Participant Printed Name of Adult Participant

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify that I, as parent, guardian and/or temporary guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all releasees, but also to release and indemnify the releasees from any and all liability incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Date: \_\_\_\_\_  
Signature of Parent or Adult Legal Guardian Printed Name of Parent or Adult Legal Guardian

If Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have:

Date: \_\_\_\_\_  
Printed Name of Minor

Date: \_\_\_\_\_  
Signature of Parent or Adult Legal Guardian Printed Name of Parent or Adult Legal Guardian

If Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have:

Date: \_\_\_\_\_  
Printed Name of Minor

Date: \_\_\_\_\_  
Signature of Parent or Adult Legal Guardian Printed Name of Parent or Adult Legal Guardian

If Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have:

Date: \_\_\_\_\_  
Printed Name of Minor

Date: \_\_\_\_\_  
Signature of Parent or Adult Legal Guardian Printed Name of Parent or Adult Legal Guardian

If Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have:

Date: \_\_\_\_\_  
Printed Name of Minor

Date: \_\_\_\_\_  
Signature of Parent or Adult Legal Guardian Printed Name of Parent or Adult Legal Guardian

If Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have:

Date: \_\_\_\_\_  
Printed Name of Minor

Date: \_\_\_\_\_  
Signature of Parent or Adult Legal Guardian Printed Name of Parent or Adult Legal Guardian

If Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have:

Date: \_\_\_\_\_  
Printed Name of Minor

R's Outdoors, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_