



This **RELEASE**, executed the day and year written below is provided to **Horse Creek Outdoors**, an Oregon Limited Liability Company, herein referred to as **HCO**

I, being of lawful age, or represented by a person of lawful age, in consideration of being permitted to participate in a rafting trip being conducted by HCO, do for myself, my heirs, executors, administrators and assigns, hereby release and forever discharge HCO, its members, officers, agents, employers, promoters, independent contractors, sponsors, advertisers, heirs, executors, administrators, employees and assigns, of and from any and every claim, demand, action or right of action, of whatever kind or nature either in law or in equity, for any and all loss or damage and from any claim for damages on account of injury to my person or property, including injury resulting in death or permanent paralysis, whether caused by the negligence of HCO or otherwise, arising out of or related in any way to my participation in a rafting trip to be conducted by HCO, to the fullest extent allowed by law. This release relates to and includes each and every aspect of the rafting trip to be conducted by HCO, including, but not limited to, the furnishing of any transportation to and from the point of commencement or point of departure of said rafting trip, the preparation and service of any food or beverage during the course of said trip, the loading and unloading of persons or property from any rafts used in connection therewith, and any first aid, treatment or service rendered to me arising out of or in any way related to said rafting trip.

I acknowledge that **ALL** water sport activities, including rafting entail 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: boat capsize; adverse conditions and currents; travel in remote areas; collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, accidental drowning, mental anguish or trauma, illness in remote areas, exposure to sun, strong wind, cold storms, large falls while hiking; rapidly changing adverse weather and water conditions; and damage or loss of property. Furthermore, HCO guides have difficult jobs to perform. They are very safety conscious, but they are not infallible. They might be unaware of a participant's wellness or abilities, might misjudge weather, elements or terrain, or may give inadequate warnings or instructions, or equipment being used might malfunction.

I knowingly and freely assume all risks associated with said rafting trip, both known and unknown, and assume all responsibility for my participation. Notwithstanding the foregoing, it is understood and agreed that this release is not intended to release HCO from liability for claims for loss or damage based on gross negligence or reckless misconduct of HCO, its members, employees and independent contractors.

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 any 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.

I agree to indemnify HCO, its members, officers, agents, independent contractors, employees and each of them, from any loss, liability, damage, cost or attorney fees HCO may incur arising out of or related in any way to my presence on said rafting trip, whether caused by the negligence of HCO or otherwise. HCO and I expressly agree that if any portion of this agreement is held to be invalid, the balance shall continue in full legal force and effect.

This RELEASE contains the entire agreement between the parties hereto and the terms of this RELEASE are contractual and not a mere recital. **I FURTHER STATE THAT I HAVE CAREFULLY READ THE FOREGOING RELEASE, KNOW THE CONTENTS THEREOF AND ACKNOWLEDGE THAT THIS RELEASE GIVES UP SUBSTANTIAL RIGHTS AND SIGN THIS RELEASE OF MY OWN FREE WILL.**

IN WITNESS WHEREOF, I have executed this RELEASE at HCO/McKenzie Outdoor Center in Lane County, OR today, on this:

DATE: _____ **Name (adult):** _____

Name of minor/s: _____

Signature of adult (signing for self or minor/s): _____

Address: _____