

Participant Agreement

In consideration of the services of Trinity River Rafting, their officers, agents, employees, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "T.R.R."), I agree as follows:

Although T.R.R. has taken reasonable steps to provide you with appropriate equipment and skilled guides so you can enjoy an activity for which you may not be skilled, we wish to remind you that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be the causes of loss or of damage to your equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of inherent risks. The following describes some, but not all, of those risks.

Whitewater rapids will be encountered: your boat could turn over and/or you could have to swim rapids risking collision with rocks and entanglement in trees; head injuries; you can slip or fall during a hike, resulting in damage to equipment or personal injury; exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility.

I am aware that this activity entails risks of injury or death to myself, I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, and loss of personal property and expenses thereof as a result of those inherent risks and dangers of my negligence in participating in this activity.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, estate, and for all members of my family, including any minors accompanying me. I acknowledge I am not relying on any oral, written or visual representations or statements made by T.R.R. including those made in its brochures or other promotional material, to induce me to participate in this activity.

Signature of Participant: _____ Date: _____

Print Name: _____ Phone: _____

Address: _____ City _____ State _____ Zip Code _____

If under 18, signature of parent or guardian: _____

Print Name: _____