

New Wave Rafting Co. (NWRCo)  
Waiver/Release of Liability/Assumption of Risk

code: mac/release

**⇒AGREEMENT NOT TO SUE⇐**

I fully understand and acknowledge that whitewater river rafting/kayaking/fishing and associated activities (river trips) are a natural adventure, absent of artificial controls over the environment and that no river trip is free of risk. Risks, both known and unknown, dangers and hazards exist in my participation in NWRCo activities and my use of NWRCo equipment. My participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, fractures, partial or total paralysis and other ailments that could cause serious injury and death.

These risks and dangers may be caused by the negligence of the owners, employees, officers or agents (owners etc.) of NWRCo, the negligence or malevolence of the participants or others, accidents, breaches of contract, the forces of nature or other causes.

Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to:

1. Guide decision-making, including that a guide may misjudge river route location, with the result that the raft/kayak may turn over or persons may fall from the raft/kayak.
2. Unanticipated changes in water level.
3. Vagaries of the weather, which can include lightning, hail, high winds etc.
4. Falling out of a raft/kayak, for whatever reason.
5. A raft/kayak overturning, for whatever reason.
6. Rope or other entanglement in an overturned craft.
7. Foot entrapment in the riverbed.
8. Drowning in turbulent water, after falling out of a river craft, or after a river craft overturns.
9. Illness induced by food served.
10. The difficulty or impossibility of obtaining medical services because of the remote location of the activity or other reason.
11. Vehicle malfunction or accidents while traveling to and from activities.
12. Snakebite.
13. Rockfall.
14. Contact with litter and debris, such as broken glass, barbed wire etc.
15. Contact with poison ivy, cactus etc.
16. Other items that cannot be foreseen or guarded against.

I recognize that NWRCo has no means to ensure the safety of any possessions or valuables that I may choose to bring with me, and therefore takes no responsibility for personal items, whether they are left in a vehicle or carried on my person or in some sort of container, even in the case that, at my request, a NWRCo staff person places my property in a container provided by that person or NWRCo. I take full responsibility for those items that I choose to bring with me, such as watches, currency, wallets, handbags, fanny packs, false teeth, eyeglasses, contact lenses, medical supplies, car and other keys and so forth. I agree not to seek compensation of any sort from NWRCo for any loss or damage to any personal items that I choose to bring with me on a river trip provided by NWRCo.

In consideration of NWRCo furnishing services and/or equipment to enable me to participate on river trips, I hereby agree to assume all risks and dangers and all responsibility for any injuries, losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners etc. of NWRCo, or of any other person, to the fullest extent permitted by law.

