

**AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY/ AGREEMENT NOT TO SUE & TO INDEMNIFY**

*Please read this contract carefully. It releases Ouzel Holding Co., Inc. from liability and waives certain rights.*

In consideration of being permitted to participate in a river trip with Ouzel Holding Co., Inc., d/b/a Ouzel Outfitters (hereinafter "Ouzel"), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in a river trip facilitated by Ouzel which may include whitewater boating, fishing, being around or in water, hiking, camping, and related transport by or with Ouzel (hereinafter collectively and individually the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that I am a "participant" pursuant to I.C. § 6-1202, that participating in the Activity involves certain inherent dangers and risks that cannot be altered, eliminated, lessened, or controlled by Ouzel, the presence of which are integral to the adventurous nature of the Activity. I contractually agree that the following list of dangers and risks that could cause physical or emotional injury or death are "inherent" with and in the recreational activity pursuant to I.C. § 6-1206, and I acknowledge that there are other inherent dangers or risks not listed below: **a) Risks associated with boating, fishing, and being around or in water, including:** falling into water; water immersion including drowning; jolting or jarring resulting in contact with hard objects including natural features, boating equipment, and the body parts of others; injurious contact with other watercraft, rocks, the bank, or other natural or man-made objects; capsizing or flipping boats; becoming tangled in ropes; getting trapped or caught beneath an overturned boat; being separated from watercraft; foot entrapment; trapped limbs; striking and/or becoming entangled with tree strainers or other objects in or under the water; being trapped by a hydraulic, swift current, undercut or other river feature; changing or unexpected natural or man-made water conditions; hazardous river conditions, including whirlpools, strong currents, eddy lines, large waves, and shallow water; injury resulting from jumping or diving from heights, including cliff or rock jumping or diving; injuries caused by misjudging water depth or current; equipment malfunction; injury resulting from improperly rigged gear or equipment; failure to understand how to properly use or maintain equipment during a trip resulting in its failure or malfunction including helmets and personal flotation devices (PFDs); failure to understand and follow guide instructions; prolonged exposure to cold water; hypothermia; physical over-exertion; mental or physical shock; burning associated with hot surfaces and sun; injurious contact with fishing equipment; slipping, tripping or falling around or from boats; and errors in guide judgment, or lapse in guide skill; **b) Risks associated with transport in a jet boat, including:** all commonly understood risks of riding in a jet boat including crashes and slipping, tripping or falling in or from jet boats; motorized equipment malfunction, including fire or explosion; collision or contact with motor or propeller; and lapse in guide judgment or skill; and **c) General risks associated with participating in the Activity with other participants and relying upon staff, including:** slipping, tripping or falling; steep and/or rough trail and off-trail conditions; exposure to falling from steep terrain or cliff edges; irregular or obstructed footing; allergen exposure; exposure to various dangerous or diseased wildlife or insects, including but not limited to elk, moose, grizzly bear, black bear, mountain lions, wolves, and bee, wasp, ant, spider, tick, bat, rodent, or snake stings or bites; dangerous contact with domestic animals; exposure to dangerous or poisonous plants; harmful or toxic algal (algae) blooms; water and land pollution and debris; falling trees, rocks, or other natural or man-made objects; moving objects associated with extreme weather; changing weather, dangerously cold and hot temperatures, wind, hail, snow, lightning, heavy rain, storms, and other adverse weather conditions; wildfire; flash flood; earthquake; landslides; rock-fall; mudslides; avalanche; dangerous water crossings; discharge of weapons in or near the area of Activity; burns or burning associated with fires, hot food and/or beverages, hot surfaces, and sun exposure; respiratory issues due to wildfire smoke or poor air quality; exposure to food allergens; exposure to food-borne, water-borne, vector-borne, or air-borne bacteria, virus, or pathogens; flying man-made objects such as balls, frisbees, gear, or equipment; all manner of outdoor injuries or ailments including head or brain injury, spinal injury, paralysis, broken bones, burns, internal injury, sickness or disease; exacerbation of Participant's own health condition(s); hypothermia, sunburn, frostbite, heatstroke, dehydration, hyponatremia, and altitude sickness; physical or psychological shock or trauma; overexertion; strenuous activity; fatigue; dizziness or disorientation; lack of access to immediate medical care due to remote location; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; lack of or inadequate shelter; getting lost; mentally or physically unstable, negligent or criminal trip participants; errors in guide or staff judgment or lapse in guide or staff skill; and mental, physical, or emotional injury or distress from exposure to any inherent risks associated with the Activity. I understand that Ouzel has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in Section 1 above, that may result in physical or emotional injury, property damage, or death.

**3. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activity and acknowledge and agree that it is my sole responsibility to determine if any known or unknown health condition I may have could negatively impact my safety or health during the Activity. I understand the importance of all safety instructions given to me, whether in writing, visually, or verbally, and agree to follow all guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with Ouzel the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I have been informed of the increased risk associated with running higher classes of whitewater, particularly Class IV and V whitewater, and of the changing nature of such risk as water levels change. I understand that paddling my own watercraft carries heightened and additional risks to those assumed by a Participant in a traditional guided river trip, and that the inherent risks of the trip are heightened and enhanced by the fact that the boat in which the Participant will be traveling down the river will not be controlled by an experienced guide who is familiar with the river, the rapids on the river, and the dynamic nature of river conditions. I acknowledge that when paddling my own watercraft that all risks inherent to traveling by boat down the river are heightened, and the risk of injury or death is correspondingly higher. I acknowledge and agree that any and all equipment provided by Ouzel may malfunction, fail, not fit properly, or otherwise not function as intended. I acknowledge and agree that although a personal flotation device (PFD), helmet, or other safety equipment may be provided, this equipment is no guarantee of my safety, and such equipment may not protect me from all injuries, including the types of injuries that the PFD, helmet, or other safety equipment is designed to prevent. I agree that if I choose to use my own equipment (including, but not limited to, my own PFD or helmet), that I am responsible for its use, condition, and maintenance. Ouzel reserves the right to deny the use of personal equipment. I understand that I am responsible for truthfully disclosing and notifying Ouzel of any risk to me or other participants associated with my own mental or physical conditions. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume drugs or alcohol during my trip, I will bear sole responsibility for myself and for any damages I may cause to Ouzel, its property or to other guests. I acknowledge that, in order to preserve the wilderness experience, Ouzel may not utilize

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satellite communications devices for the purpose of receiving warnings or related information that could impact safety during the Activity, from any source. I expressly agree that Ouzel shall have no duty to utilize communications technology of any kind, including satellite technology, for that purpose, and I expressly assume all risk associated with the lack of any such information. I am not relying on any prior oral, written, or visual representations made by Ouzel, including in any website or promotional materials, to induce me to go on any adventure activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

**4. Release of Liability and Agreement Not to Sue:** Fully understanding the foregoing paragraphs, and in exchange for Ouzel's agreement to allow the Participant to participate in the Activity, **I HEREBY AGREE NOT TO SUE OUZEL HOLDING CO., INC.,** its affiliated companies, parents, and subsidiaries, or any of their respective owners or managers, board members, volunteers, agents, employees, contractors, representatives, shareholders, officers, directors, private landowners over whose land I may travel, affiliated organizations or companies, insurance carriers, successors in interest, and assignees (each hereinafter a "Released Party") for any property damage, injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. I agree to hold harmless and release each and every Released Party from any and all liability and/or claims or causes of action for injury or death to persons or damage to property arising from Participant's participation in the Activity, **INCLUDING, BUT NOT LIMITED TO THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** or breach of any contract, premises liability, and/or express or implied warranty claims (but not gross negligence, recklessness, or willful misconduct).

**5. Agreement to Indemnify:** I agree to **INDEMNIFY (REIMBURSE)** each Released Party from and for any and all claims of the undersigned Participant and/or a third party arising in whole or in part from Participant's participation in the Activity, including claims based on negligence or any other cause of action except gross negligence. In other words, if Participant and/or anyone on Participant's behalf files any lawsuit or brings any claim for injury or damage against any Released Party, including claims for negligence or any other cause of action except for gross negligence, undersigned will be required to pay back to each and every Released Party or Parties all sums of money incurred by or paid by or on behalf of the Released Party or Parties on account of the bringing of such suit or claim, including all attorneys' fees and costs.

**6. Medical Authorization, Release, and Indemnification:** I hereby: a) authorize the Released Parties to undertake any emergency medical care for me; b) authorize the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; c) agree that, following my transport to any such medical facility or hospital, the Released Parties shall not have any further responsibility for me; d) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and e) shall indemnify and hold harmless (as set forth in Section 5, above) any Released Party from any and all liability and/or claims associated with such medical care and/or related transportation.

**7. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my own behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and I sign this document out of a desire to have the minor Participant be allowed to participate in the activity. I represent that I am a legal parent or guardian of the minor Participant and authorized by law to execute a legally binding contract on behalf of the minor, and I will indemnify the Released Parties for any damage caused to them if this representation is false.

**8. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, and personal representatives, and those of the minor Participant.

**9. Agreement to Application of Idaho Law and Selection of Forum:** I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims arising from my participation in the Activity shall be governed by Idaho law, and that the exclusive jurisdiction for any claim shall be in the Idaho County District Court, Second Judicial District, Idaho, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

**10. Miscellaneous Provisions:** I agree that Ouzel may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of Ouzel, including content that has been shared with Ouzel on social media. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect, and I expressly agree that I intend that it be admissible as evidence in any lawsuit arising out of my participation in the Activity. This Agreement can be modified only in writing, and it supersedes and replaces any prior Agreement to Assume All Risks or Agreement to Assume All Risks; Release of Liability/ Agreement Not to Sue & to Indemnify I have signed. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by Ouzel during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that Ouzel is not in a joint venture with any such vendor or subcontractor. I understand and agree that Ouzel is not responsible for damage that may occur to vehicles during shuttle services.

**I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY MINOR CHILD OTHERWISE MAY HAVE. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS AGREEMENT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Date

If signing on behalf of a minor, printed full name of minor Participant: \_\_\_\_\_

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