ASSUMPTION OF RISK AGREEMENT

Updated 6/24/2020

READ BEFORE SIGNING!

Organization Name : Wild Flow Tours LLC

Participant Name:_____

Emergency contact(Name/Phone Number):_____/_____

ASSUMPTION OF RISK

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent disability and death. These risks can arise during participation, but may also lead to illness, disability or death as the result of health complications after participation. The degree of fitness and skill required for these activities can be extreme and certain medical conditions (such as asthma, epilepsy, intoxication and heart disease) can increase your risk of injury, illness or death.

2. Some of the most common injuries and illness include; lacerations, abrasions, contusions, strains, sprains, dehydration and heat exhaustion. Severe medical complications have been observed in rare cases including: hypoglycemia, heat stroke, asthma exacerbation, and sudden cardiac arrest. In the event of a medical emergency I GIVE PERMISSION TO PROVIDE MEDICAL CARE, CALL FOR EMERGENT TRANSPORT AND SHARE MEDICAL INFORMATION FOR MY CARE.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASEES or others, assume full responsibility for my participation and AGREE NOT TO SUE THE RELEASEES for injury, disability or death arising from participation, but will instead bring any claims to BINDING ARBITRATION.

4. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

5. I, for myself and on behalf of my heirs, administrators, assigns, personal representatives and next of kin, HEREBY RELEASE, REIMBURSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS Wild Flow Tours LLC , its officers, officials, agents and/or employees, other participants, sponsors, advertisers, volunteers, independent contractors, equipment suppliers, insurance carriers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, legal fees, court costs, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

6. If any part of this agreement is found to be void, this will have no effect on the remaining clauses or sections of this agreement. This agreement supersedes any and all previous oral or written promises or agreements.

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

X_____ _____ _____

Participant's Signature Age Date

X_____ _____ _____

Witness Signature Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X_____ _____ _____

Parent/Guardian Signature Date Emergency Phone Number(s)