



# ACKNOWLEDGEMENT OF RISK AGREEMENT

Please read, sign and bring with you to the river. Parent or guardian must sign for anyone under 18 years of age.  
ARTA'S SOUTH FORK AMERICAN TRIPS ARE OPERATED BY Tom Freer, dba ARTA AMERICAN

This is a release. Read it carefully and sign below. This release essentially says that I am going on a whitewater rafting trip - not a Disneyland ride or to an air-conditioned shopping mall. If I die, get hurt, or damage my belongings, I will not make a claim, sue, or expect AMERICAN RIVER TOURING ASSOCIATION, INC. its owners, operators, agents, employees, directors, and associates (hereinafter referred to as ARTA), to be legally responsible or pay for any damages.

I, the undersigned, hereby acknowledge that I have voluntarily chosen to go on this whitewater rafting trip with ARTA. I know and fully understand that a whitewater rafting trip, whether on a raft, an oar boat, a kayak or any other type of vessel, is an outdoor adventure activity with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries and property damage. I acknowledge and willingly assume all risks and hazards in whitewater rafting and river related camping, including but not limited to loss of control of the raft, collision with other participants, rocks, trees, and any portion of the interior of the raft, other rafts, and any other manmade or natural obstacles, whether they are obvious or not; submersion in water, drowning, encounters with animals, wildlife and insects, exposure to extreme temperatures and inclement weather, wilderness terrain and unavailability of immediate medical attention in case of injury.

I further understand and acknowledge that ARTA provides foot cups in some of its boats to assist participants in stabilizing themselves. Although foot cups assist participants from falling out of a boat, their use may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. Use of foot cups is totally voluntary. Finally, I understand that Class IV and V represent the most difficult and dangerous levels of whitewater and recognize that the risks associated with whitewater rafting are increased. *My participation in this activity is purely voluntary and I elect to do so at my own risk.*

In consideration for ARTA allowing me to participate on this trip, I voluntarily agree to release, discharge, and hold-harmless ARTA and their owners, officers, agents, Directors, and employees for any and all claims of liability arising out of their negligence, recklessness, strict liability, breach of contract, or any other act or omission which causes the undersigned illness, injury, death, and damages of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge ARTA their owners, officers, Directors, agents, and employees from any act or omission of negligence in rendering or failing to render any type of emergency or medical services. *In signing this document, I fully recognize and understand that if I, that if I, (or any minor on whose behalf I am signing this release), am hurt, die, or my property is damaged, I am giving up my right to make a claim or file a lawsuit against ARTA and all other parties and affiliates named herein even if they negligently or by some other act of omission cause the injury or damage.*

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agreed that said minor may participate in this whitewater rafting trip, and I sign this release on their behalf. In addition, I give ARTA its agents, employees, and associates permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of ARTA. Personal medical and travel insurance is strongly advised. ARTA reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of ARTA while on this trip. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I hereby agree that ARTA may use film or photographic records of this rafting trip for its promotional and or commercial purposes. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which ARTA or its agents is a party shall be the County Superior Court in Tuolumne County.

*I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS WHICH IS BINDING ON MYSELF, MY HEIRS, MEMBERS OF MY FAMILY, PERSONAL REPRESENTATIVES, AND ASSIGNS. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN WHITEWATER RAFTING. I AGREE TO THE TERMS OF SALE AND CANCELLATION POLICY. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS.*

Trip: SOUTH FORK AMERICAN Date of Trip: \_\_\_\_\_

Trip Member's Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Trip Member's Signature: \_\_\_\_\_ Trip Member's Age: \_\_\_\_\_

**PARENT OR GUARDIAN MUST SIGN FOR ANYONE UNDER 18 YEARS OF AGE.**

Signature (and relationship) of parent or guardian if trip member is under 18 years of age: \_\_\_\_\_

*If you did not register on-line and you would like to receive post-trip e-mails about photos, evaluations and special offers, please give us your e-mail address (we won't give it to anyone else):*

E-mail address: \_\_\_\_\_



# ACKNOWLEDGEMENT OF RISK AGREEMENT FOR UNACCOMPANIED MINORS

Guests under 18 years of age traveling without their parent or guardian must fax a signed copy to our office before their trip

ARTA fax number = 209/962-4819

In consideration of the services of American River Touring Association, Inc. their officers, agents, employees, and all other persons or entities associated with this business, (hereinafter collectively referred to as "ARTA"), I agree as follows:

Although ARTA has taken reasonable precautions to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, ARTA has informed me that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. ARTA does not want to frighten me or reduce my enthusiasm for this activity, but believes that it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all of these risks:

- tripping, stumbling, or falling while walking, hiking, or boarding and de-boarding the boats,
- exposure to extreme temperatures and inclement weather,
- submersion in water, and collision with rocks and other obstacles while floating in the river,
- drowning,
- collision with other participants, portions of the interior of the boat, other boats, and other obstacles in the river,
- encounters with animals, wildlife, and insects,
- unavailability of immediate medical attention in case of injury or illness.

I am aware that whitewater rafting and wilderness travel entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume and accept full responsibility for the risks identified herein and those risks not specifically identified. My participation is purely voluntary; no one is forcing me to participate and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of ARTA has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property, and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I have read, clearly understood, and accepted the terms and conditions stated herein and on the reverse and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate, and for all members of my family, including minor children.

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which ARTA or its agents is a party shall be the County Superior Court in Tuolumne County, California.

Personal medical and travel insurance is strongly advised. ARTA reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations, and instructions of ARTA and its employees while on this trip. I hereby agree that ARTA may use film or photographic records of this activity for its promotional and or commercial purposes.

TRIP \_\_\_\_\_ DATE OF TRIP \_\_\_\_\_

NAME OF GUEST \_\_\_\_\_ AGE \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN \_\_\_\_\_

PARENT OR GUARDIAN MUST SIGN FOR ANYONE UNDER 18 YEARS OF AGE