

Mother Lode River Center/State of California
RELEASE OF LIABILITY/ ASSUMPTION OF RISK
READ CAREFULLY

04/13/2023 Reviewed

In consideration of Mother Lode River Trips, Ltd. a California Corporation also d.b.a. Mother Lode River Center and Chili Bar Outdoor Center (CBOC) Whitewater Adventures herein referred to as "Permittee", furnishing services and/or equipment to enable me to participate in whitewater rafting, kayaking, hiking, ropes challenge course, zip line, outdoor educational or other outdoor activities.

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in river trips offered by persons permitted to operate such trips ("Permittee") by the State of California Department of Parks and Recreation and the U.S. Bureau of Reclamation. Some risks are intrinsic to whitewater river running or water sports generally; other risks are inherent in outdoor activities, aerial adventures/zip lines, wilderness travel, camping or picnicking; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by employees of the Permittee, the State of California Department of Parks and Recreation and the U.S. Bureau of Reclamation, or any other person.

I acknowledge the contagious nature of the Coronavirus/COVID-19 which the CDC and public health authorities still recommend practicing social distancing. I further acknowledge that Mother Lode River Trips, Ltd. has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19 but cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Mother Lode staff, and other clients and their families. I voluntarily seek services provided by Mother Lode River Trips, Ltd. and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while participating in my trip and on property operated on by Mother Lode River Trips, Ltd. including the State of California Department of Parks and Recreation and the U.S. Bureau of Reclamation properties.

Since all river trips are dangerous, and in consideration of being allowed to participate in the park and whitewater activities, **I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST THE STATE OF CALIFORNIA, ITS DEPARTMENT OF PARKS AND RECREATION ("STATE") AND THE U.S. BUREAU OF RECLAMATION OR ITS PERMITTEES ARISING AS A RESULT OF MY PARTICIPATION IN THE WHITEWATER RIVER TRIPS AND RELATED ACTIVITIES DESCRIBED HEREIN, MY USE OF PERMITTEE'S EQUIPMENT, OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF PERMITTEE AND/OR STATE ARE NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY PERMITTEE AND STATE AND THE U.S. BUREAU OF RECLAMATION AND HOLD THEM HARMLESS FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF PERMITTEE AND STATE ARE NEGLIGENT OR OTHERWISE AT FAULT.**

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in the whitewater activity or trip, even if it occurs as a result of the negligence of Permittee or State or U.S. Bureau of Reclamation or defects in equipment, (2) absolve and release Permittee and State and U.S. Bureau of Reclamation from the consequences of their negligence, including without limit, rescue efforts, and defects in equipment, and (3) will protect, hold harmless, indemnify and defend Permittee and State against any legal actions or other claims for damages arising from my actions. I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.

I understand that certain minimum skills, capabilities, and physical and mental health and fitness are required in order to participate in dangerous activities like river running; I warrant that I possess these. I agree to wear a properly fastened personal flotation device (life jacket) at all times while on or in a boat, scouting rapids, or on or in the water, and to wear such other safety equipment as may be provided to me by Permittee. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not those of Permittee or State or U.S. Bureau of Reclamation or any other public or private entity.

Mother Lode River Trips, Ltd also d.b.a. Mother Lode River Center and CBOC Whitewater Adventures reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations and instructions of Mother Lode River Trips while on this trip. I also certify that I, and any other minor, on whose behalf I am signing, is physically and mentally capable of participating in these activities. I also acknowledge and agree that my participating in any activity may be terminated immediately if any of the Permittee staff believe, in their sole discretion that I am unable to complete the activity for any reason or that I am under the influence of alcohol or drugs.

I hereby grant and convey to the Permittee all right, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about the activity, and Permittee shall have the right to use such recordings for promotional and/or commercial purposes.

I warrant that I am executing this agreement voluntarily and that neither Permittee or State or U.S. Bureau of Reclamation has made representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Permittee and State and U.S. Bureau of Reclamation including, as applicable, their agents, employees, officers, directors, and shareholders.

Participant Signature

Date

Phone Number

Participant Last Name (printed)

Participant First Name (printed)

Street Address

City,

State

Zip

Age if under 18 _____

Under 18, Name of Guardian _____

Signature of Parent or Guardian (if participant is under 18)

email address

Medical Release Form

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Participant Name: _____

Age: _____

Emergency Medical Information

All items must be filled out or the person listed above will not be allowed to participate.

Write No or None if the question does not apply to you (do not leave blank):

1. List allergies, if any. (i.e. bee stings, drugs, food, etc. Note that counteractive medication should be carried at all times.)

2. List any medications currently taken:

3. List any serious illness, injury, or surgery occurring in the past three years:

4. List any current medical conditions: (i.e. asthma, diabetes, epilepsy, heart conditions, etc.)

5. Are you currently under a Doctor's care? If so for what?

6. List any conditions that may affect your ability to participate:

Your Doctor: _____ **Phone:** _____

Medical Insurance: _____ **Policy#:** _____

In Case of Emergency Contact:

Name: _____ **Relationship:** _____

Day Phone: _____ **Alternate Phone:** _____

AUTHORIZATION TO TREAT A MINOR

(required for all participants under 18 years of age)

I, the undersigned parent or legal guardian of _____, a minor, do here by authorize and consent for any x-ray examination, anesthetic, medical or surgical diagnosis rendered under the general or special supervision of any member of the medical staff and emergency room staff licensed under the provisions of the Medicine Practice Act or a dentist licensed under the provisions of the Dental Practice Act and on the staff of any acute general hospital holding a current license to operate a hospital from the state of California. It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power to render care which the aforementioned physician in the exercise of his best judgement may deem advisable. It is understood that effort shall be made to contact the undersigned prior to rendering treatment to the patient, but that any of the above treatment will not be withheld if the undersigned cannot be reached.

This consent shall remain effective through _____ (last day of program or departure date.)

Parent or Guardian Signature

Parent or Guardian (printed name)

Date