



## Coloma Lotus Whitewater Participant's Risk Agreement

Please complete one form for each trip participant.

**Welcome to a Coloma Lotus Whitewater. Coloma Lotus Whitewater Inc., its owners, agents, employees, other participants, and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as "Coloma Lotus Whitewater"), see your safety first and enjoyment as paramount goals. In consideration of the services of Coloma Lotus Whitewater I agree that the sport of whitewater rafting and kayaking has inherent risks, which are too numerous to enumerate fully and further acknowledge that Coloma Lotus Whitewater has a challenging and sometimes difficult job to perform. We are not infallible. Instructors and guides may not be aware of a participant's fitness or abilities. They may misjudge the weather, the elements or the terrain, we may not give sufficient warning or instructions, and the equipment being used may malfunction.**

1. I acknowledge these risks which include but are not limited to: 1) weather conditions that may change quickly, including wind, lightning, or and excessive heat and sun; 2) hypothermia and hyperthermia; 3) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving service or immediate medical attention in the case of injury; 4) my own failure or that of other participants to follow the safety maintenance of Coloma Lotus Whitewater's facilities and equipment; 8) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by River Dancers; 9) vehicular or pedestrian accident while being transported or walking to or from River Dancers' staging area; 10) error or negligence on the part of Coloma Lotus White water and its instructors, guides, other participants and employees, including insufficient instruction or assistance; and 11) loss of control of raft or kayak, collisions with people or things.

**It is understood that this form extends to all the enumerate risks as well as those that might be expected, even though unanticipated in connection with the sport of whitewater rafting and kayaking, including exposures from swimming, hiking, insects, plants, wildlife, camping, etc., any of which could cause injury, loss or even death.**

2. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks and hereby acknowledge, and expressly agree and promise to accept and assume all risks existing in this activity and making this binding upon any person I am responsible for, my heirs, and anyone claiming on me.

3. I understand that it is in my interest to have insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself or anyone I am responsible for. I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

4. I acknowledge outdoor activities, including instruction, entail known and inherent risks as well as unknown/unanticipated risks which could result in serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties and my own or others' property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Date \_\_\_\_\_ River \_\_\_\_\_ Printed Name \_\_\_\_\_

Signature (If under 18, signature of legal guardian) \_\_\_\_\_

Telephone \_\_\_\_\_ Medical Conditions or Allergies \_\_\_\_\_

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