

# **WAIVER, RELEASE OF LIABILITY, & RIVER EDUCATION ACKNOWLEDGMENT**

In consideration of the risk of injury while participating in traversing the Devil's River Basin (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, heirs, executors, administrators, assigns, or rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Amistad Expeditions, located at 3110 Indianhead Ranch Road, Del Rio, TX 78840, their affiliates, partners, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to the Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in the Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or motional loss, and death. I understand that these injuries or outcomes may arise from, my own or others' negligence, conditions related to travel, or conditions of the Activity locations(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activity, including travel to, from and during the Activity.

I agree to indemnify and hold harmless Amistad Expeditions against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Amistad Expeditions incurs any of these types of expenses, I agree to reimburse Amistad Expeditions.

I acknowledge that Amistad Expeditions and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Amistad Expeditions.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Amistad Expeditions and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assign, from any and all claims or cause of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against Amistad Expeditions for personal injury or property damage.

To the extent that statute or case law does not prohibit releases negligence, this release is also for negligence on the part of Amistad Expeditions, its agents, and employees.

In the event that I should require care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between tall parties of equal bargaining strength. Both the participant(s) and Amistad Expeditions agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained with this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of the Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a courts should find that any provision of the agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

If renting kayaks from Amistad Expeditions, I also agree to be responsible for each kayak, paddle, seat, and life jacket rented and if lost or stolen will pay the replacement value of \$1000 for each kayak, \$30 for each paddle, \$20 for each life jacket, and \$250 for each seat. I further agree to return said equipment to Amistad Expeditions in the same general condition at the expiration of the rental period (ordinary wear and tear expected). If more than normal wear and tear occurs, I will pay the amount to fix or replace items at the discretion of Amistad Expedition. I also agree to return by the prearranged times or pay a late fee of \$65 a day per boat (no partial days). Concurrently, I agree to be charged for the amount of days I book the kayak. If no cancellation notice is given for kayaks within 24 hours of my scheduled trip (unless cancellation due to bad weather), I will be responsible for the full rental amount. If I return it early, I understand I will still be charged for all prearranged booked days.

For shuttle driver use only:

Group Leader Name:

River Section:

# of Paddlers:

Shuttle Date:



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In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	Contact Relationship	Contact Phone #
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I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its contents and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Paddler Name \_\_\_\_\_ Paddler Signature \_\_\_\_\_ Date: \_\_\_\_\_

Paddler Name \_\_\_\_\_ Paddler Signature \_\_\_\_\_ Date: \_\_\_\_\_

Paddler Name \_\_\_\_\_ Paddler Signature \_\_\_\_\_ Date: \_\_\_\_\_

Paddler Name \_\_\_\_\_ Paddler Signature \_\_\_\_\_ Date: \_\_\_\_\_

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Paddler Name \_\_\_\_\_ Paddler Signature \_\_\_\_\_ Date: \_\_\_\_\_

Paddler Name \_\_\_\_\_ Paddler Signature \_\_\_\_\_ Date: \_\_\_\_\_

Paddler Name \_\_\_\_\_ Paddler Signature \_\_\_\_\_ Date: \_\_\_\_\_

Trip Dates: \_\_\_\_\_ # of Kayaks Rented: 0 1 2 3 4 5 6 7 8 9 10 11 12

Shuttle Meet Time: \_\_\_\_\_ am pm Shuttle Take-Out Time: \_\_\_\_\_ am pm

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: \_\_\_\_\_ Minor's Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Minor's Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_