

CHILI BAR OUTDOOR CENTER/MOTHER LODE RIVER TRIPS, LTD.
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

This is a release. Read it carefully before signing. This release essentially states that I know I or my child/ward is going on a whitewater rafting trip in a wilderness/outdoor environment. As a result of the inherent risks in this activity, I know I or my child/ward may get hurt, die, or damage my/his/her belongings. If any of these occur, I understand that neither I nor my child/ward can make a claim, sue, or expect CHILI BAR OUTDOOR CENTER/MOTHER LODE RIVER TRIPS, LTD., their owners, officers, agents, employees, and associates including the State of California, its Department of Parks and Recreation, the U.S. Bureau of Reclamation, Pacific Gas & Electric Co., Placer County Water Agency, and the Sacramento Municipal Utility District (hereinafter referred to collectively as MOTHER LODE), or SHAFFER'S HIGH SIERRA CAMP, INC., its owners, officers, agents, employees, and associates (hereinafter referred to collectively as the CAMP) to be legally responsible or pay for any damages.

ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS: I, the undersigned, hereby acknowledge that I have voluntarily chosen to go, or to permit my child/ward to go, on this whitewater rafting trip with MOTHER LODE. Certain risks are inherent in any recreational activity and cannot be eliminated, altered, or controlled, and these risks that contribute to the unique character of the activity can also be the cause of injury, illness, death, and damages. I know and fully understand that a whitewater rafting trip, whether on a raft, oar boat, kayak, or any other type of vessel, is an outdoor adventure activity in a wilderness environment with inherent risks and hazards where serious accidents can occur, participants can die, sustain injuries and property damage. Also, 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 greatly increased.

I acknowledge and willingly assume all risks and hazards in whitewater rafting and river-related camping from the pre-embarkation rendezvous until the conclusion of the trip, including, but not limited to, (1) loss of control of the raft, falls in, out, or about the raft, collision with other participants, equipment, other rafts, rocks, trees, and any portion of the interior of the raft, and any other man-made or natural obstacles, whether obvious or not; (2) judgment, decision-making and conduct of the guides; (3) submersion in water, drowning; (4) encounters with animals, wildlife and insects, (5) exposure to wilderness environment, extreme temperatures, and inclement weather, remote areas, wilderness terrain, including, travel by foot or vehicle in any way related to this activity, whether at camp or elsewhere; (6) assistance in lifting and/or carrying rafting equipment; (7) rescue-related injuries, and (8) unavailability of immediate and appropriate medical attention in case of injury. I further understand and acknowledge that MOTHER LOAD provides foot cups in some of its boats to assist participants in stabilizing themselves. The use of foot cups may present an increased risk of knee, ankle, or other injuries because of their restrictive nature. Use of foot cups is totally voluntary.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. My or my child's/ward's participation in this activity is purely voluntary and I elect to do so at my/our own risk.

RELEASE: In consideration for MOTHER LOAD and the CAMP allowing me or my child/ward to participate on trips, I voluntarily agree to release, discharge, and hold harmless MOTHER LOAD and the CAMP for any and all claims of liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned and his/her child/ward illness, injury, disease, death, or damages of any nature in any way connected with my or my child's/ward's participation in this rafting activity. I also expressly agree to release and discharge MOTHER LOAD and the CAMP from any act or omission of negligence in rendering or failing to render any type of rescue, emergency or medical services. ***In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or whose property is damaged, I am giving up my right to make a claim or file a lawsuit against MOTHER LOAD or the CAMP, even if they negligently or by some other act or omission cause the injury or damage.***

I further agree to hold harmless, defend and indemnify MOTHER LOAD and the CAMP from all defense costs, including attorney's fees incurred in connection with claims for bodily injury, wrongful death, or property damage, sustained by any minor on whose behalf I am signing under 18 years of age, or which I or my child/ward may have caused to spectators or other third parties, whether negligent or not, in the course of my or my child's/ward's participation in this activity.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this whitewater rafting trip, and I sign this release on their behalf and on the behalf of the minor's parents and/or legal guardians. In addition, I give MOTHER LOAD and the CAMP 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 sole responsibility of the participant and not that of MOTHER LOAD or the CAMP. Personal medical and travel insurance is strongly advised for all participants.

MOTHER LOAD and the CAMP reserve the right to accept or deny service to any person. I hereby agree that I or my child/ward will follow all rules, regulations, and instructions of MOTHER LOAD while on this trip. I also certify that I and any minor on whose behalf I am signing, am/is physically and mentally capable of participation in these activities. I hereby represent that I have informed MOTHER LOAD of any pertinent medical conditions that may affect my or the minor's participation in these rafting activities. I hereby agree that MOTHER LOAD and the CAMP may use film or photographic records of this rafting trip for promotional and/or commercial purposes. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which MOTHER LOAD or its agents is a party shall be either the Placerville, CA Justice Court or the County or State Superior Court in El Dorado County.

I HAVE READ THIS DOCUMENT IN ITS ENTIRETY. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THIS WHITEWATER RAFTING ACTIVITY. I UNDERSTAND THAT IT IS A RELEASE OF ANY AND ALL CLAIMS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN THE UNDERSIGNED AND MOTHER LOAD, THEIR OWNERS, OFFICERS, AGENTS, AND EMPLOYEES, AND THAT IT CANNOT BE MODIFIED OR CHANGED IN ANY WAY BY THE REPRESENTATIONS OR STATEMENTS BY MOTHER LOAD OR THE CAMP OR THE UNDERSIGNED. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF ALL THE PROVISIONS IN THIS RELEASE AND MY AGREEMENT TO BE BOUND BY THEM.

Participant's Name (Please Print Clearly): _____ Telephone: _____

Address: _____

Signature: _____ Date: _____

(Signature or Legal Guardian if participant is under 18 years of age)