

UPPER CLACKAMAS WHITEWATER FESTIVAL BIG AIR KAYAK RAMP WAIVER & RELEASE OF LIABILITY

READ BEFORE SIGNING

IN CONSIDERATION of being permitted to use the Upper Clackamas Whitewater Festival Big Air Kayak Ramp ("Ramp") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that: (a) I understand that the Ramp will accelerate me and my boat down an inclined slope and launch me into the air above the surface of the river, whereupon I will fall into moving water and be carried downstream; (b) I understand that even though the landing zone has been inspected by festival personnel, I may encounter rocks and other hazards when I enter the river; (c) I am qualified, in good health, and in proper physical condition to use the Ramp; and (d) I willingly agree to comply with the stated and customary terms and conditions of Ramp use. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue use of the Ramp.

2. FULLY UNDERSTAND that: (a) Using the Ramp INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH, and also involves RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others using the Ramp, the conditions of the Ramp, the conditions of the site where the Ramp is located, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my use of the Ramp.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the American Canoe Association, Inc., the Upper Clackamas Whitewater Festival, the Northwest Rafters Association, their respective ACA certified instructors, certified instructor trainers, and certified instructor trainer educators, administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and the owners and lessors of the site where the Ramp is located (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name (print) \_\_\_\_\_ Date of Birth \_\_\_\_\_ ACA # (if any) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Date \_\_\_\_\_ Adult Signature \_\_\_\_\_

Sponsoring Club / Organization Northwest Rafters Association Activity Date May 16-17, 2009