

Central Oregon Youth Adventures, LLC

ACKNOWLEDGEMENT OF RISKS

Date: _____

Name (Last, First, M.I)

Phone Number

Address (Street, City, State, & Zip)

In Consideration of the services of Central Oregon Youth Adventures, LLC and their volunteers I agree as follows:

Although Central Oregon Youth Adventures, LLC and their Volunteers have taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, Central Oregon Youth Adventures, LLC and their volunteers have informed me that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of this activity. These inherent risks are some of the same elements that contribute to the unique character of the activity and can be the cause of accidental injury, illness, or in extreme cases, permanent trauma or death. Central Oregon Youth Adventures, LLC do not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of these inherent risks. The following describes some, BUT NOT ALL, of these risks:

Rock fall; Rain; Hail; Sleet; Lightning; Falling; Objects falling from above; Unstable or Loose Rock, Moraine, Scree, Boulders, and/Or other terrain; Slippery Terrain; Extreme Cold and Hot Temperatures; Dehydration, High Wind; Failure of Climbing Equipment, Failure of Kayaks/Canoes, Failure of Personal Floatation Device (Life Jacket), Failure of Mountain Bike, despite reasonable care and use; Injury from Climbing Equipment,

Injury from Kayaks/Canoes, Injury from Personal Floatation Device (Life Jacket), Injury from Mountain Bike despite reasonable care and use; Careless or Reckless Behavior on the part of other members of the group despite reasonable supervision; Guide Error; and, Careless or Reckless behavior on the part of third parties.

I am aware that this activity entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that the other unknown or unanticipated risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities. I acknowledge that I have responsibilities as a participant. I acknowledge that Central Oregon Youth Adventures, LLC and their volunteers has been available to explain more fully to me the nature and physical demands of this activity and inherent risk, hazards, and dangers associated with this activity. I certify that I am fully capable of participating in this activity. I believe that I have good physical conditioning. I certify that I can swim in both flat water (lake) and moving water (river)

I ASSUME AND ACCEPT FULL RESPONSIBILITY FOR MYSELF FOR BODILY INJURY, DEATH, OR LOSS OF PERSONAL PROPERTY AND EXPENSE AS A RESULT OF THOSE INHERENT RISKS AND DANGERS IDENTIFIED HEREIN, AND THOSE INHERENT RISKS AND DANGERS NOT SPECIFICALLY IDENTIFIED, AND AS A RESULT OF MY NEGLIGENCE IN PARTICIPATING IN THIS ACTIVITY. I ASSUME ACCEPT FULL RESPONSIBILITY FOR ALL MINOR CHILDREN IN MY CARE, CUSTODY AND CONTROL FOR BODILY INJURY, HEREIN, AND THOSE INHERENT RISKS AND DANGERS NOT SPECIFICALLY IDENTIFIED, AND AS A RESULT OF SUCH MINOR CHILDREN'S NEGLIGENCE IN PARTICIPATING IN THIS ACTIVITY.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, AND HOLD HARLESS Central Oregon Youth Adventures, LLC, their directors, officers, agents, employees, and volunteers from and against all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney fees) which are related to, arise from, or are in any way connected to my participation in any or all activities, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury, paralysis, or death

