



WHITEWATER RAFTING WAIVER OF LIABILITY (Must be completed for all Participants)

In consideration of my being permitted to participate in a whitewater raft trip under the supervision of a certified river guide from Seventh Mountain Resort (the "Resort"), and as a precondition to my trip, I have fully read the following Release Agreement ("Agreement") and agree to its terms.

Rafter's Name: _____ Age (if under 18): _____

Name of Parent/Guardian (if under 18): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Daytime Telephone: _____ Evening Telephone: _____

Emergency Contact: _____ Emergency Telephone: _____

E-mail (optional): _____

INFORMED CONSENT AND WAIVER OF LIABILITY

I acknowledge and understand that whitewater rafting is a risky and potentially hazardous activity which can result in serious injury to me and/or others. I understand and assume any and all risk and responsibility in any way related directly and/or indirectly to my whitewater raft trip. I further understand and am aware that there are inherent risks of physical injury and hazards associated with whitewater rafting and do hereby consent to my/my child's participation. Furthermore, I hereby represent that my child and I are physically capable of participating in whitewater rafting. Therefore, and in consideration for whitewater rafting, I also hereby acknowledge and agree to the following:

IN NO EVENT SHALL THE RESORT, WYNDHAM RESORT DEVELOPMENT CORPORATION, OR ANY OF THEIR OWNERS, PRINCIPALS, AGENTS, CONTRACTORS, EMPLOYEES OR REPRESENTATIVES ("RELEASED PARTIES"), BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OF ANY KIND WHATSOEVER, WHETHER IN AN ACTION IN CONTRACT OR TORT, RELATED TO OR IN ANY WAY ARISING FROM MY/MY CHILD'S PARTICIPATION. I FURTHER UNDERSTAND THAT THIS IS A GENERAL WAIVER OF ALL CLAIMS AGAINST THE RELEASED PARTIES FOR ANY AND ALL DAMAGES RELATED IN ANY WAY TO WHITEWATER RAFTING.

In further consideration for whitewater rafting, I also agree not to bring any legal action against the Released Parties for any claims or demands of any nature whatsoever arising out of any loss, damage or injury, including death, that may result from my/my child's participation; and I further agree to indemnify and hold the Released Parties harmless from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that the Released Parties may incur arising from my whitewater rafting.

I hereby warrant that I maintain medical insurance that covers me/my child for accidents and illnesses while participating, and I assume full responsibility for payment of any medical expenses not covered by such insurance. I certify that I will comply with all instructions and directions given me/my child by the guide(s) and observe all safety standards including:

- ❖ I agree to wear a personal flotation device, as it is intended to be worn, at all times during my participation in the whitewater rafting activity.
- ❖ I agree to follow instructions given by the guide(s) at all times during my trip.
- ❖ I will wear proper secure footwear.

I understand my picture may be taken and used for promotional purposes by the Released Parties. I authorize my photo to be used for such purpose.

I further acknowledge and agree that I have signed this Agreement on behalf of, and that this Agreement shall be binding upon, myself, my child, our other family members, heirs, estates, administrators, assigns and personal representatives; and further agree that this Agreement shall be interpreted under the laws of the State of Oregon and that the state and federal courts located in Salem, Oregon, shall have exclusive jurisdiction of any claims arising under this Agreement.

ACKNOWLEDGED AND AGREED TO this _____ day of _____, 20_____.

Print Name of Signer _____ Signature of Participant/Parent of Legal Guardian _____

Date of Trip _____

Time of Trip _____