



Please read this contract carefully. It is a legally binding agreement.

In consideration of being permitted to participate in a watercraft adventure trip with Grand Canyon Discovery, LLC, Grand Canyon Raft Adventures, and Arizona Raft Adventures, LLC, d/b/a AzRA (“AzRA”), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant’s behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

1. Acknowledgement of Dangers and Risks: I understand, acknowledge, and agree that participating in a watercraft adventure trip which experience may entail various activities including whitewater boating, kayaking, river boarding, river training swims, hiking, camping, yoga, and related transport by or with AzRA (hereinafter the “Activity”), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by AzRA, the presence of which are integral to the adventurous nature of the Activity. I understand and agree that the following list of inherent dangers and risks that could cause physical or emotional injury or death is not exhaustive – there are many other dangers or risks associated with the Activity not listed below: 1) Risks associated with boating and being around or in water, including: falling into water; water immersion, including drowning; jolting or jarring resulting in contact with hard objects including oars, your own paddles or those of other participants, boating equipment, the body parts of other participants, and rocks; injurious contact with natural and manmade objects; capsizing boats; becoming tangled in ropes; getting trapped or caught beneath an overturned boat; foot entrapment; trapped limbs; striking and/or becoming entangled with strainers or other objects under the surface of the water; failure to properly rig gear or equipment; failure to understand how to properly use or maintain equipment during a trip resulting in its failure or malfunction; failure to properly control your watercraft as a result of a lack of adequate knowledge, experience, or skill; failure to understand and follow guide instructions; hypothermia; physical over-exertion; mental or physical shock; boating equipment malfunction; motorized equipment malfunctions, including fire or explosion; slipping, tripping or falling around or from boats; burning associated with hot surfaces and sun; and errors in guide judgment or lapse in guide skill. 2) Risks associated with transport in a motor vehicle or aircraft, including: all commonly understood risks of riding in a vehicle; risks associated with riding in a vehicle in remote terrain on backcountry unimproved roads; risks associated with approaching, entering, and riding in aircraft; and lapse in driver, guide or pilot judgment or skill. 3) Risks associated with camping, extracurricular activities, and being on an outdoor watersports trip with other participants and relying upon guides, including but not limited to: rough or unmaintained trail; slipping, tripping or falling; variations in terrain; exposure to steep terrain; allergen exposure; exposure to poisonous plants; exposure to various dangerous or diseased wildlife or insects, including bee or wasp stings, tick bites, bat bites, snake bites and venomous reptile bites; falling trees, rocks, or other objects; moving objects associated with extreme weather; changing weather, dangerously cold temperatures, dangerously hot temperatures, wind, hail, lightning, and other adverse weather conditions; lack of shelter; temperature fluctuations; extreme or partial darkness; wildfire or uncontrolled camp fire and associated smoke; burns or burning associated with campfires, cook stoves, hot surfaces and sun exposure; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens (including but not limited to contraction of COVID-19); cooking related dangers; exposure to food allergens; slipping, tripping, or falling while wading, padding, or walking along the water’s edge; falling into the water while onshore; landslides; rock-fall; mudslides; flashfloods; dangerous water crossings; all manner of outdoor injuries including head injury, spinal injury, broken bones, overstretching or over-exertion; burns, internal injury, sickness or disease, hypothermia, frostbite, sunburn, heatstroke, dehydration, and hyponatremia; mentally or physically unstable or criminal trip participants; negligence by trip participants; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles or aircraft; failure of or lack of communication equipment; inadequate or malfunctioning equipment; errors in guide judgment or lapse in guide skill; and mental, physical, or emotional injury or distress from exposure to the inherent risks listed herein. I understand that AzRA has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

2. Assumption of Risk: I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death, except those conditions that result from AzRA’s negligence.

3. Participant’s Responsibilities and Representations: I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently

research and discuss with AzRA the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I have been informed of the increased risk associated with running higher classes of whitewater, particularly Class IV whitewater, and of the changing nature of such risk as water levels change. I understand that I am responsible for truthfully disclosing and notifying AzRA of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I am not relying on any prior oral, written, or visual representations made by AzRA, including in any website or promotional materials, to induce me to go on any adventure activity.

4. Medical Authorization: I hereby: 1) authorize AzRA to undertake any emergency medical care for me; 2) authorize AzRA and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, AzRA shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold AzRA harmless from any claims associated with such medical care and/or related transportation, except for those claims based upon AzRA's negligence.

5. Application of Agreement to Minor Participants: In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant.

6. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract: I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

7. Agreement to Application of Arizona Law and Selection of Forum: I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by Arizona law, and that the exclusive jurisdiction for any claim shall be in the Superior Court of Coconino County, Arizona, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis.

8. Miscellaneous Provisions: I agree that AzRA may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of AzRA. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by AzRA during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, and that AzRA is not in a joint venture with any such vendor or subcontractor. I agree that AzRA is not a common carrier.

I HAVE CAREFULLY READ THE FOREGOING TWO PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS CONTRACT.

Signature

Printed Full Name

Date

If signing on behalf of a minor, printed full name of minor Participant: _____



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Grand Canyon**

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