

AN AGREEMENT

Release & Express Assumption of Risk By Trip Member & Limitation of Responsibility of ECHO: The Wilderness Co., Inc.

Printed Name _____ Minor's Name _____

River _____ Trip Date _____

Trip participants must understand that river trips do involve risk. ECHO does not assume responsibility for injury to trip members, their belongings or for the time or expenses incurred, and therefore we require you to fill out & sign this agreement (see below & reverse side).

1. Release and Assumption of Risk by Trip Member I, the undersigned, as a trip member on an ECHO: The Wilderness Co., Inc. (hereafter referred to as ECHO) trip, have been informed that ECHO has an excellent safety record and that ECHO makes every reasonable effort to safeguard me, my family and my belongings. However, by reading and acknowledging this Express Assumption of Risk document, I acknowledge and appreciate that during the river trip, tour, program, cruise or vacation in which I am participating with ECHO and its agents, employees or associates, that certain specific risks and dangers exist which are inherent in river running, river related camping and wilderness travel. I acknowledge and appreciate that these risks include loss of or damage to personal property, injury or fatality due to the capsizing of a raft or other vessel, collision with a vehicle, vessel, rock, log, or tree, immersion in water and hypothermia (rapid and medically serious loss of body temperature), falling while aboard a vessel or on shore, accident or illness in remote places without medical facilities, physicians or nurses, water damage to my personal property and gear due to leaking bags or other containers, encounters with animals and wildlife and exposure to temperature extremes or inclement weather.

In consideration of and as part payment for the right to participate in ECHO trips or other activities and the services and food arranged for me by ECHO and its agents and associates, I hereby agree to accept any and all risks including the risk and danger of injury or death. I do voluntarily participate in this trip and the related activities with the knowledge of the dangers and risks involved, as stated above.

2. Limitation of Responsibility of ECHO for Common Carriers ECHO (and/or its associates, outfitters, operators, cooperating agencies or employees) acts only as agents for the client in making arrangements for trips and/or all other travel services with common carriers (airplanes, buses, trains, etc.) and accept and assume no liability or responsibility whatsoever for any damages, injuries, fatalities, losses, or delays due to any cause whatsoever, whether to person or property in connection with any service, including, but not limited to, that resulting directly or indirectly from acts of God, floods, droughts, detention, annoyance, delays and expenses from quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, government restrictions or regulations, discrepancies, or change in transit over which it has no control.

ECHO shall not be held responsible for any act, omission, or event during the time passengers are aboard airlines, trains, buses, or other common carriers which are not operated by ECHO and each trip member hereby agrees to release ECHO from any and all liability in connection therewith.

3. Rights, Minors, Medical ECHO reserves the right to accept or decline service to any person. 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 his/her behalf. In addition, I give ECHO, its agents, employees, and associates permission to treat said minor in case of illness, injury, emergency, or accident. I hereby agree to follow all rules, regulations, and instructions of ECHO while on this trip. I also certify that I and any minor, on whose behalf I am signing, are physically and mentally capable of participating in these activities. Should emergency rescue, medical services or evacuation become necessary, the expenses are the sole responsibility of the client and not that of ECHO. Personal medical insurance is strongly advised, along with trip cancellation, baggage and camera insurance.

4. Photographic Release I hereby agree to permit ECHO employees and other guests to take photographs and make film records of the trip without further recourse. I understand and agree that such photographs and/or film records may be used for commercial and/or promotional purposes.

5. Jurisdiction The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which ECHO or its agents is a party shall be either Oakland, CA Justice Court or the County or State Supreme Court in Alameda County.

I Have Read This Document. I understand that it is a release of all claims, which is binding on myself, my heirs, members of my family, personal representatives, and assigns. I understand that I am assuming all the risks inherent in whitewater rafting. I voluntarily sign my name as evidence of my acceptance of the above provisions.

Signature _____ Date _____
(Signature of Participant or Parent or Legal Guardian if participant is under 18 years of age)