

Upper Yough Expeditions - Waiver and Release of Liability Cont.

READ CAREFULLY. In consideration of Upper Yough Expeditions (hereafter referred to as UYE) furnishing services and /or equipment to enable me to participate in whitewater rafting, rock climbing, and/or caving, I agree as follows;

I fully understand and acknowledge that; (a) risks and dangers exist in my use of whitewater rafting, rock climbing, and /or caving equipment and my participation in whitewater rafting, rock climbing and/or caving activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of UYE; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or their causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and danger and all responsibility of any losses and/or damages, whether caused in whole or in part by the negligence or the conduct of the owners, agents, officers, or employees of UYE, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify UYE and its owners, agents, officers and employees from any and all claims, actions or losses from bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of whitewater rafting, rock climbing, and /or caving equipment or my participation in whitewater rafting, rock climbing, and/or caving activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Upper Yough Expeditions.

Each of the provisions of the Agreement and Release are severable and the invalidity or inapplicability of one or more provisions in whole or in part, shall not affect any other provisions.

I also understand that the whitewater rafting, rock climbing, and /or caving trip in which I am about to engage, can include dangerous situations. Potential whitewater situations include the possibility of flipping and pinning the raft, possibly resulting in a swim in the river; possible rock climbing and caving situations include slips and falls possibly resulting in serious injury. I also understand that in Whitewater Rafting, Rock Climbing, and Caving trips (hereafter referred to as adventure trips) there does exist the possibility of bodily injury and even death, I understand that exposure to cold water and weather can lead to conditions of hypothermia and shock and I agree to heed my trip leader's advice on proper wear for the day's conditions. I hereby state that I have no respiratory, heart, or serious allergic conditions and that I am in good physical condition. I further state that I agree to obey all directions and advice given by my guide pertaining to the safety of my adventure trip. I understand that UYE is not liable for any injuries or damage to me or my equipment. I also understand that unless I turn in an objection card, UYE may use photos and /or videos of me for promotional purposes.

I HAVE READ BOTH SIDES OF THIS WAIVER AND RELEASE CARD AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE UPPER YOUGH EXPEDITIONS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Anyone under the age of 18 on the day of your trip must have parent/guardian signature. Unaccompanied minors must bring completed Parent Permission Waiver with them.

Name _____ Date _____

Signature _____

Signature of Parent/Guardian (if under 18) _____

PLEASE COMPLETE THE REVERSE SIDE OF THIS FORM!!

