

Date Trip Starts _____

Invoice # _____

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RESPONSIBILITY and
RELEASE OF LIABILITY**

In consideration for services provided by Wild River Outfitters, Inc.
15177 State Road 70, Grantsburg, WI 54840-8509

WARNING: There are significant elements of risk in any adventure sport or activity associated with the outdoors and wilderness. Such activities include but are not limited to camping, fishing, climbing, and the use or presence of watercraft (referred to herein as "activity") and the use of any related equipment.

ACKNOWLEDGEMENT: I acknowledge that there are inherent risks in this type of activity, including but not limited to the following:

1. Risks typically associated with watercraft including change in water flow or current, submerged, semi submerged and overhanging objects, capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, and/or drowning;
2. Cold weather or heat related injuries and illnesses including hypothermia, frostbite, heat exhaustion, heat stroke and dehydration;
3. An "act of nature" which may include rock fall, inclement weather, thunder and lightening, severe and/or varied temperature, weather conditions and winds including tornadoes
4. Discharge of weapons
5. Equipment failure or operator error
6. Attack and/or bite by animals
7. Accidents or illnesses occurring in remote places where there are no available medical facilities

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible will engage in, I confirm that I am physically and mentally capable of participating in the activity and/or use of equipment. I participate willingly and voluntarily. **I am aware of the risks inherent in this activity and assume full responsibility for personal injury, accidents or illnesses (including death) that may result from my, or the minor(s) for whom I am responsible, participation in the activity and any resulting expenses.** I also assume responsibility for damage to or loss of my/our personal property as a result of any accident that may occur. I accept that wearing an approved U.S.C.G. personal flotation device for waterborne activities is a basic safety precaution.

COVENANT OF GOOD FAITH: I recognize that you, as provider of goods and/or services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity or refuse or terminate the participation of any person for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf.

RELEASE AND INDEMNIFICATION: In consideration of services or property provided, I, for myself, and any minor children, for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release and, in the case of minor children, will indemnify: **WILD RIVER OUTFITTERS, INC.**, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence). I also agree to be held accountable and pay for all damages (apart from normal wear and tear) to the watercraft and related equipment that I rent. Wild River Outfitters, Inc will determine such damage and cost.

I AM 18 YEARS OLD OR OLDER AND HAVE READ, UNDERSTOOD AND ACCEPT THE FOREGOING TERMS AND CONDITIONS STATED HEREIN. I ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE BINDING UPON MYSELF, MY HEIRS, ASSIGNED PERSONAL REPRESENTATIVE, ESTATE AND FOR ALL MEMBERS OF MY FAMILY INCLUDING ANY MINORS.

PRINT PARTICIPANT NAME PARTICIPANT SIGNATURE DATE

PRINT PARTICIPANT NAME PARTICIPANT SIGNATURE DATE

FOR THE FOLLOWING MINORS, I agree to indemnify WILD RIVER OUTFITTERS, INC. as stated above:

1. _____ 2. _____
PRINT MINOR'S NAME AGE PRINT MINOR'S NAME AGE

3. _____ 4. _____
PRINT MINOR'S NAME AGE PRINT MINOR'S NAME AGE

PRINT INDEMNIFIER'S NAME SIGNATURE OF INDEMNIFIER DATE

PHONE # OF IDEMNIFIER RELATIONSHIP TO MINOR(S)