

PARADISE ADVENTURE COMPANY
PO. Box 155
Pray MT, 59065

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK, INDEMNIFICATION,
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

In consideration of the services of Paradise Adventure Company and as a condition to participate in Paradise Adventure Company river excursion, I _____ (Participant) hereby agree as follows:

1. Acknowledgment and Assumption of Risk:

I acknowledge the inherent risks in river excursions, entering and exiting the river craft, and traveling to and from the river that could result in personal injury, death or property damage to myself, to my property or to third parties. I understand that rafting and other river excursions are HAZARDOUS ACTIVITIES. I understand that rafting involves numerous risks and dangers, including, but not limited to, the following: choppy waters, water currents, freezing water temperatures, the possibility of drowning, the possibility of becoming lost, attacks by animals, insect bites or stings, collisions with rocks, trees or other objects. I also understand that such risks, whether known or unknown, cannot be eliminated from such river excursions. I understand that having a Paradise Adventure Company employee present does not lessen the amount or the severity of the risks of river excursions. I understand that minor injuries may become life-threatening emergencies when alone or far away from others or convenient facilities. I hereby expressly agree and promise to accept and assume all of the risk associated with such river excursions, and I further agree that my participation in these activities is purely voluntary, and I elect to participate in spite of the risks.

I knowingly accept for use, AS IS, the equipment that Paradise Adventure Company shall provide to me for participation in river excursions, including but not limited to: helmet, raft, life jacket and other safety gear.

2. Release and Waiver of Liability and Claims:

I hereby expressly agree to **FOREVER RELEASE, WAIVE AND DISCHARGE** Paradise Adventure Company, Chico Hot Springs and their affiliated companies, officers, directors, employees, and agents from any and all liability, claims, demands or causes of action that I may have now or hereafter for any and all injuries to my person or property that may be sustained by me during the river excursion or resulting from or associated with such river excursion.

3. Indemnification:

I am fully aware that there are inherent risks to myself and others involved with river excursions, including entering and exiting river craft and traveling to and from the river. I agree to indemnify, defend and hold harmless Paradise Adventure Company, Chico Hot Springs and their affiliated companies, officers, directors, employees and agents from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself including, without limitation, subrogation and/or derivative claims brought by any third-party or insurer in connection with any injuries or damages I may suffer, as well as other participants, and third-persons as a result of my participation in said activities. This agreement to indemnify and hold harmless includes, but is not limited to, any damages or injuries sustained as a result of the sole, joint or concurrent negligence, negligence per se, statutory fault, or strict liability of Paradise Adventure Company, Chico Hot Springs and their affiliated companies, officers, directors, employees and agents.

4. Medical Authorization, Indemnity for Medical Expenses, and Waiver:

I understand Paradise Adventure Company cannot be expected to control all of the risks articulated in this form and Paradise Adventure Company and its employees and/or its representatives may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any emergency CPR or other first aid treatment at the scene of an accident. I also give my consent for any emergency medical treatment that may be required, as determined by a medical professional at the medical facility, with the understanding that the cost of any such treatment will be my responsibility. I agree to **indemnify and hold harmless** Paradise Adventure Company, Chico Hot Springs and their affiliated companies, officers, directors, employees and agents for any costs incurred to treat me.

5. Insurance:

I hereby affirm and certify that I have adequate insurance policies to cover any injury or damage that I may cause or suffer while participating in a Paradise Adventure Company river excursion, or else I agree to bear the cost of such injury or damage myself. I further affirm and certify that I have no medical or physical conditions which could interfere with my safety on a river excursion, or else I am willing to assume and bear the cost of all risk that may be created, directly or indirectly, by any such condition.

6. Binding Effect

I understand that this Agreement shall be binding upon my heirs, executors, administrators, and assigns. I agree that there have been no warranties, expressed or implied, which have been made to me, in relation to the river excursions. I understand that permission to use Paradise Adventure Company's equipment and to engage in the river excursions is being given to the participant in exchange for the execution of this Assumption of the Risk, Indemnification Agreement and Liability Release.

7. Subparts:

The provisions of this Agreement are severable and any provision found to be void or unenforceable shall not affect the validity or enforceability of any other provision. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be one and the same document.

8. Choice of law:

I agree that any action at law, suit in equity, or judicial proceeding for the enforcement, construction, or breach of this Agreement or any provision thereof, or any suit arising out of the river excursion that is the subject of this Agreement, shall be instituted only in the district court in the County of Park, State Montana, and that this Agreement has been entered into and shall be performed in the State of Montana. I further agree that the prevailing party in any such action shall be entitled to cost and attorney's fees.

I HAVE READ AND VOLUNTARILY SIGN THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISK, INDEMNIFICATION, RELEASE AND WAIVER OF LIABILITY AGREEMENT, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND I INTEND THAT MY SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Participant's Signature: _____

Participant's Printed name: _____

Participant's Address: _____

City:_____ State:_____ Zip Code:_____ Phone:_____ Age:_____

E-Mail:_____ Date:_____

**Parent or Guardian's Authorization
(Must be completed for participants under the age of 18)**

As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above document, and that by signing this document on behalf of the below-named minor(s), the minor(s) and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the RELEASEES for my claim or suit arising out of said minor's participation in the activity.

1. Name: _____ Age: _____

2. Name: _____ Age: _____

3. Name: _____ Age: _____

4. Name: _____ Age: _____

Signature (Parent/Guardian): _____

Date: _____