

PARADISE ADVENTURE COMPANY

**PO. Box 480
Gardiner MT, 59030**

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

In consideration of the services of Paradise Adventure Co. and as a condition to participate in Paradise Adventure Co. river excursion, I hereby agree as follows:

1. Acknowledgment and Assumption of Risk:

I acknowledge the inherent risk in river excursions, including floating on river, whitewater entering and exiting the river craft, and transport to and from the river which could result in personal injury, death or property damage to myself, to property or to third parties. I also understand that such risks, whether known or unknown, cannot be eliminated from such river excursions. I hereby expressly agree and promise to accept and assume all of the risk associated with such river excursions and further agree that my participation in these activities is purely voluntary, and I elect to participate in spite of such risks.

2. Release and Waiver of Liability and Claims:

I hereby expressly agree to release, waive and discharge Paradise Adventure Co. and Paradise Adventure Co. 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. I further agree to indemnify, save and hold harmless and defend Paradise Adventure Co. and each of them, from any loss, liability, damage or cost that they may incur due my presence and participation in any river excursion, including without limitation, subrogation and/or derivative claims brought by any third party or insurer in connection with any injury or damage that I may suffer while on a Paradise Adventure Co. river excursion.

4. Insurance:

I hereby affirm and certify that I have adequate general liability and personal health insurance policies to cover any injury or damage that I may cause or suffer while participating in a Paradise Adventure Co. 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.

5. Choice of law:

I further 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 which 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, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY, AND UNDERSTAND THAT I HAVE GIVEN UPSUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND INTEND THAT MY SIGNATURE IS 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: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Age: _____ Dated: _____

E-Mail: _____

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

I Also enter this agreement on behalf the following, who are my children or legal wards:

1. Name: _____ 2. Name: _____

Age: _____ Age: _____

3. Name: _____ 4. Name: _____

Age: _____ Age: _____

Parent or Guardian _____

Print Name: _____ Date: _____