



DATE: _____

TRIP: _____

RESERVATION NAME: _____

**CAMPTON-CAMERON, LLC DBA KODI Rafting
AGREEMENT FOR RELEASE, DISCHARGE, AND ASSUMPTION OF RISKS**

This Agreement limits your rights. You must read it, initial it, and sign it. If you refuse, Campton-Cameron, LLC may refuse to provide any services to you. If you participate in any activity you verbally consent to all of the terms contained below.

PRINT NAME: _____ PRINT SPOUSE NAME: _____

ADDRESS: _____ CITY: _____ STATE, ZIP: _____

EMAIL: _____ ** TELEPHONE: _____

** By adding your email address here you are adding yourself to KODI's monthly email newsletter. We do NOT sell or distribute your email or contact information to anyone.

I am over the age of eighteen, or am the parent or legal guardian of _____/_____/_____, a minor (or minors). In consideration of being allowed to participate in any way in the Activities of Campton-Cameron, LLC's programs, its related events and activities, I agree, on behalf of myself, the person or persons for whom I may be signing, my successors, heirs, assigns, personal representatives and estate, that in consideration for the services provided by Campton-Cameron, LLC I will assume the following risks and release Campton-Cameron, LLC, its employees, managers, agents, and owners as follows:

DISCLOSURE OF RISKS. I have been informed by Campton-Cameron, LLC that rafting trips into the back country, camping and any other related activity entail known and unknown risks and hazards which could result in injury, death, illness, mental or physical harm to myself and others, or damage to my property or the property of others. The risk of injury from the activities involved in this program is significant. These risks and hazards include but are not limited to: **DROWNING; BECOMING A "SWIMMER"; BEING THROWN FROM A BOAT; COLD WATER IMMERSION; LOSS OF CONTROL OF RAFT; COLLISION OR CAPSIZING OR SINKING OF RAFT; BEING "WASHED" OVERBOARD; HYPOTHERMIA; EXPOSURE; WINDBURN; SUNBURN; FROSTBITE; BROKEN BONES; GIARDIA; SOFT TISSUE DAMAGE; DEATH; PARALYSIS; CHANGING WEATHER AND WATER CONDITIONS; COLLISIONS WITH ROCKS, STUMPS, TREES, AND OTHER NATURAL OR MANMADE OBJECTS, PERSONS, OR THINGS; ROLL-OVERS; INSECT & SPIDER BITES; WEST NILE VIRUS; THE FAILURE OF OTHERS TO PARTICIPATE WITHIN THEIR ABILITY; INJURY ARISING OUT OF TRANSPORTATION TO OR FROM THE RAFTING LOCATION; INJURY FROM CARRYING, TOWING, LIFTING OR DRAGGING EQUIPMENT; MY OWN PHYSICAL CONDITION; MY OWN NEGLIGENCE AND THE NEGLIGENCE OF OTHERS, INCLUDING CAMPTON-CAMERON, LLC; THE CONSUMPTION OF FOOD OR DRINK; THE BEHAVIOR OF WILD OR DOMESTICATED ANIMALS; EQUIPMENT FAILURE; ROUTE/RIVER SELECTION; AND GUIDE'S DECISIONS RELATED TO THE ACTIVITIES.**

ASSUMPTION OF RISK. I KNOWINGLY, FREELY, AND VOLUNTARILY ASSUME AND ACCEPT any and all risks of any injury or harm to my person or property which may result from these or any other risks or hazards arising from any activity in which I may participate with Campton-Cameron, LLC. **This assumption of risk includes the risk of injury or harm which may be caused by acts of omission or negligence by Campton-Cameron, LLC or its employees, managers, agents, owners, and other persons.**

RELEASE AND DISCHARGE. I voluntarily release and discharge Campton-Cameron, LLC, its employees, managers, owners, agents, insurers, and all persons related to Campton-Cameron, LLC from all liability, claims, demands, or causes of action which are related to, arise from, or are in any way connected with my participation in any Campton-Cameron, LLC activity. This includes claims related to the negligent acts or omissions of Campton-Cameron, LLC or others. I agree to follow the instructions of all Campton-Cameron, LLC guides, to wear a helmet when required, to wear a personal flotation device at all times, and to obey all posted signs and written or verbal instructions. I agree to hold harmless and indemnify Campton-Cameron, LLC from all costs and attorney's fees in connection with any claim or claims which may arise as a result of any activity in which I engage with Campton-Cameron, LLC.

____ INSURANCE AND PHYSICAL CONDITION. I understand that no medical or other insurance benefits are being provided to me by Campton-Cameron, LLC. I certify that I am in good health and that I am not pregnant. I am aware that white water rafting is a strenuous physical activity and that I will be required to assist in paddling and navigating the raft. There is no physical condition, mental condition, disability, impairment, or injury which would make it difficult, unwise or dangerous for me to participate in any Campton-Cameron, LLC activity. I understand that Campton-Cameron, LLC is relying on my statement of good health and physical condition in allowing me to participate in these activities.

____ EQUIPMENT DAMAGE. In consideration for Campton-Cameron, LLC's services and permitting me to use its equipment, I agree that I am personally responsible for any damage to, or loss of, Campton-Cameron, LLC's property or equipment which I or other persons cause intentionally, by negligence or otherwise. This includes any damage to or loss of, helmets, personal flotation devices, clothing, paddles, wetsuits, drysuits, Campton-Cameron, LLC's offices, vehicles, and equipment, and any other property or equipment which I or other persons damage or lose. This includes damage caused by any collision between any equipment under my exclusive control and any other person or thing.

____ PHOTOGRAPHIC MATERIALS. The undersigned hereby gives Campton-Cameron, LLC an irrevocable right and permission to, with respect to photographs, videotapes and/or movies taken, own the copyright to such material, use and/or publish such material in any medium for any purpose whatsoever, and use name therewith if Campton-Cameron, LLC so chooses. The undersigned hereby forever releases and discharges Campton-Cameron, LLC, its subsidiaries and affiliates, their respective officers, directors, agents, servants, and employees from any claims or demands arising out of or in connection with the use of photographs, videotapes and/or movies, including without limitation claims for libel.

____ MENTAL CAPACITY. Within the last 12 hours, I have not I have not consumed any alcohol or used any drugs which would currently impair my ability to safely participate in white water rafting or any other Campton-Cameron, LLC activity, or which would currently impair my ability to knowingly and voluntarily enter into this Agreement.

____ EFFECT OF RELEASE AND ENTIRE AGREEMENT. I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT I AM VOLUNTARILY ASSUMING ALL RISKS OF HARM, LOSS, OR INJURY AND AM FOREVER RELEASING AND WAIVING ANY RIGHT I MAY HAVE TO RECOVER DAMAGES, ATTORNEYS FEES, COSTS OR OTHER AMOUNTS FROM CAMPTON-CAMERON, LLC, ITS EMPLOYEES, MANAGERS, AGENTS, OR OWNERS, FOR ANY CLAIM, INJURY, LOSS, DAMAGE, OR HARM TO MYSELF OR OTHERS RESULTING FROM THE RISKS AND HAZARDS AS DESCRIBED ABOVE OR ASSOCIATED WITH ANY ACTIVITY IN WHICH I MAY PARTICIPATE WITH CAMPTON-CAMERON, LLC. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND/OR THE RIGHTS OF MY MINOR CHILD; AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE I AM BOUND BY IT.

SIGNATURE OF PARTICIPANT: _____ Date of Birth _____

SIGNATURE OF PARTICIPANT: _____ Date of Birth _____

If the participant is under 18 years of age, I declare I am the parent or guardian of the minor participant or participants and agree this document will bind the minor participant's rights.

Name of Minor _____ Date of Birth _____

Name of Minor _____ Date of Birth _____

Name of Minor _____ Date of Birth _____

SIGNATURE OF PARENT OR GUARDIAN: _____