

## Acknowledgment of Risk

In consideration of the services of Grand River Rigs, LLC, their officers, agents, owners, employees, volunteer participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "GRR") I agree as follows:

I am aware and acknowledge that renting river equipment and engaging in whitewater rafting and any outdoor activities entails known and unknown risks. Furthermore, I am aware and acknowledge that certain risks are inherent in such activity and cannot be eliminated without jeopardizing the unique character of the activity and can be the cause of loss or damage to my personal property, illness, permanent physical and or emotional trauma or even death. It is not the intentions of GRR to exaggerate, frighten, or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all risks.

The inherent risks include, but are not limited to, such occurrences as: whitewater rapids including class 10 difficulty, rafts/pontoon rigs/kayaks or any other type of vessel could be upset, even overturned, causing you and/or participants to swim rapids resulting in possible collision with rocks and possible entanglement with river vessels or gear, accidental drowning is a possibility, you or participants can slip or fall getting off or on any river vessel, you or participants can slip or fall while hiking, encounters with rattle snakes, scorpions, and ants are possible and potentially dangerous, exposure to the natural elements can cause sunburn, dehydration, and heat stroke, exposure to cold water can result in hypothermia, acts of mother nature including but not limited to flash floods can damage or cause complete loss of equipment, flash floods due to thunder storm activity can occur anytime and anywhere. The boat captain should be aware of campsites and hiking location that are subject or prone to flash floods in such conditions as to avoid possible damage to or loss of equipment/boat.

I understand the list and description of these inherent risks is not complete and that other unknown and unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein, and those inherent risks not specifically identified. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of and with full knowledge of the inherent risks.

If renting a motor rig, I acknowledge that piloting and operating such a vessel requires a degree of skill and knowledge different from other rafting activities and that I or the pilot/operator has a responsibility to have such knowledge and skill. GRR does not instruct, advise, or give guidance on piloting through specific whitewater rapids. I acknowledge that the motor rig pilot/operator and participants' also have a responsibility to maintain the proper rigging of the motor rig so that the highest level of safety may be maintained. Although GRR reserves the right to determine or decide if a renter is fit and capable to pilot/operate a motor rig, I acknowledge that they cannot always be completely aware of the pilot/operator's knowledge and abilities. Furthermore, if I am the boat pilot/operator, I acknowledge and take full responsibility for determining that I am fit, knowledgeable, and capable to pilot/operator a motor rig.

**I certify that I am knowledgeable, skilled, and capable to act as the motor rig pilot/operator or if I am just a participant, I accept our pilot/operator's qualification and will not hold GRR responsible in any way.**

I understand and accept that I am responsible for all damage to or loss of GRR's equipment. Any equipment damaged that can be repaired will incur a charge to include labor and materials. Any equipment lost or unrepairable will incur a charge up to full replacement. I agree and give authority to GRR to charge my credit card for any loss of or damage to GRR's equipment as just outlined.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses because of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified.

I have carefully read both pages of this Risk Acknowledgement, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children. *Please sign online with time and date stamp or print, sign, scan, and email back to [info@grandriverriqs.com](mailto:info@grandriverriqs.com).*

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Print Trip leader's Name

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Launch Date

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Print Participant's Name

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Participant's Signature and Date

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Signature of Parent or Guardian, if participant is under 18 years of age and Date

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