



**AZRA**  
GRAND CANYON

## AGREEMENT TO ASSUME ALL INHERENT RISKS

*Please read this contract carefully. It is a legally binding agreement.*

In consideration of being permitted to participate in a river trip with AzRA, to include Grand Canyon Discovery, LLC, dba Grand Canyon Raft Adventures, and/or Arizona Raft Adventures, LLC, dba AzRA (hereinafter, collectively "AzRA"), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant's behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in a river trip which experience may entail various activities including whitewater boating, hiking, camping, and related transport by or with AzRA (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by AzRA, the presence of which are integral to the adventurous nature of the Activity. I understand and agree that the following list of inherent dangers and risks that could cause physical or emotional injury or death is not exhaustive – there are many other dangers or risks associated with the Activity not listed below: **a) Risks associated with boating and being around or in water**, including: falling into unfamiliar water with submerged hazards; water immersion, including drowning; bank collapse; injurious contact with natural and manmade objects; foot entrapment; striking and/or becoming entangled with strainers, rocks, trees, or other objects under, near, or above the surface of the water; injury or lacerations due to injurious contact with sharp vegetation, rocks, or objects in the water; prolonged exposure to cold water leading to hypothermia, injury, or death; physical over-exertion; slipping, tripping, or falling while wading or walking along the water's edge; changing or unexpected natural or man-made water conditions; hazardous river conditions, including whirlpools, strong currents, eddy lines, large waves, and shallow water; jolting or jarring; injurious contact with hard objects including oars, paddles, boating equipment, or the body parts of other participants; capsizing or flipping watercraft; impact of the body upon the water; injection of water into body orifices; becoming tangled in ropes; getting trapped or caught beneath an overturned watercraft; being trapped by a hydraulic, swift current, undercut or other river feature; trapped limbs; improperly rigged gear or equipment; failure to properly use or maintain equipment resulting in its failure or malfunction, including helmets and personal flotation devices (PFDs); burning associated with hot surfaces and sun; striking and/or becoming entangled with overhanging trees; failure to control watercraft; slippery or hot boating equipment; being separated from watercraft; injury caused by inadequate or lost footwear; injuries caused by aiding others; injuries caused by using, moving, or lifting boating equipment; collisions with other watercraft, rocks, the bank, or other natural or manmade objects; injury caused by slipping, tripping or falling around or from watercraft including while boarding or disembarking boats; injury resulting from jumping from heights including cliff or rock jumping; injuries caused by misjudging water depth or current; boating equipment malfunction including popping or deflating watercraft; motorized equipment malfunctions, including fire or explosion; collision or contact with motor or propeller; lack of access to or inability to receive weather-related warnings after embarking on the trip including flash flood or heavy rain warnings or information; **b) Risks associated with transport in a motor vehicle or aircraft**, including: all commonly understood risks of riding in a vehicle or aircraft, including crashes; risks associated with riding in a vehicle in remote terrain on backcountry unimproved roads; risks associated with approaching, entering, and riding in aircraft; and lapse in driver or pilot judgment or skill; **c) General risks associated with participating in the Activity, remote backcountry camping and hiking, participating in the Activity with other participants, and relying upon guides**, including: injury caused by campsite hazards such as tent lines and stakes, tent collapse, entering or exiting tent, uneven tent-site, and low light; rough or unmaintained trail; variations in terrain; exposure to steep terrain; falling into the water from onshore; dangerous water crossings; lack of or inadequate shelter; getting lost; allergen exposure; exposure to poisonous plants; exposure to various dangerous or diseased wildlife or insects, including bee, wasp, or scorpion stings, and bites from ticks, bats, snakes, rodents, and venomous reptiles; falling trees, limbs, rocks, or other objects; moving objects associated with extreme weather; changing weather; dangerously cold temperatures, dangerously hot temperatures, wind, hail, tornado, heavy rain, and other adverse weather conditions; temperature fluctuations; extreme or partial darkness; landslides; mudslides; flashfloods; rock, water, and debris fall; earthquake; wildfire or uncontrolled camp fire and associated smoke; burns or burning associated with campfires, cook stoves, hot surfaces, and sun exposure; exposure to food-borne, water-borne, vector-borne, or airborne bacteria, virus, or pathogens; cooking related dangers; exposure to food allergens; all manner of outdoor injuries or ailments including brain injury, head injury, neck and spine injury, joint injury, broken bones, paralysis, sprains; physical over-exertion; mental or physical shock; internal injury, sickness or disease, hypothermia, frostbite, sunburn, heatstroke, dehydration, and hyponatremia; exacerbation of Participant's own health condition(s); diminished ability to react; overexertion and fatigue; bodily failure while carrying heavy equipment or objects; flying man-made objects such as balls, frisbees, gear, or equipment; failure to understand and follow guide instructions; Participant's failure to wear protective gear or clothing; Participant's failure to estimate and operate within Participant's experience; Participant's failure to use equipment appropriately or effectively; mentally or physically unstable or criminal trip participants or others; negligence by trip participants; lack of access to immediate medical care due to remote location; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, watercraft, or aircraft; failure or lack of communication equipment; inadequate or malfunctioning equipment; errors in guide judgment or lapse in guide skill; and mental, physical, or emotional injury or distress from

exposure to any of the above. I understand that AzRA has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

**2. Acknowledgement of Limitations of Equipment:** I acknowledge and agree that any and all equipment provided by AzRA may malfunction, fail, not fit properly, or otherwise not function as intended. I agree that I will use the equipment only as instructed. I agree that if I do not understand how to use or operate the equipment utilized for the Activity, I will request further instruction or assistance. I acknowledge and agree that a) AzRA requires that I wear a personal floatation device (PFD) at all times while on the water; and b) although this equipment is required, this equipment is no guarantee of my safety, and such equipment may not protect me from all injuries, including the types of injuries that the PFD is designed to prevent. I understand that if I provide my own equipment, I am responsible for its maintenance and use. I acknowledge that not all conceivable safety equipment is included, and that Participant must supply any safety equipment they deem advisable or necessary for the Activities, including helmets, beyond what is provided. I understand and agree that my choice to utilize any equipment that is not required by AzRA is solely at my own discretion. I understand and agree that AzRA is not responsible for the loss of or damage to my personal items of clothing or equipment that might occur during the Activity.

**3. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and I freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death, but not including those conditions that result from AzRA's negligence.

**4. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing, verbally, or visually, and I agree to follow all guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with AzRA the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I have been informed of the risks associated with running whitewater and the increased risk associated with running higher classes of whitewater, particularly Class IV whitewater, and of the changing nature of such risk as water levels change. If I choose to paddle personal watercraft, I understand that paddling personal watercraft carries heightened and additional risks to those assumed by a Participant in a traditional guided river trip and that the inherent risks of the trip are heightened and enhanced by the fact that the personal watercraft in which the Participant will be traveling down the river will not be controlled by an experienced guide who is familiar with the river, the rapids on the river, and the dynamic nature of river conditions. I acknowledge that when paddling personal watercraft that all risks inherent to traveling by boat/watercraft down the river are heightened, and the risk of injury or death is correspondingly higher. I acknowledge that if I consume drugs or alcohol, I will bear sole responsibility for myself and for any damages I may cause to AzRA, its property, or to other guests. I agree that AzRA reserves the right to remove Participant from engaging in the Activity if it deems, in its sole discretion, that such removal is appropriate and necessary. I understand that I am responsible for truthfully disclosing and notifying AzRA of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I am not relying on any prior oral, written, or visual representations made by AzRA, including in any website or promotional materials, to induce me to go on the Activity. With all of the foregoing in mind, I assume full responsibility for my own safety.

**5. Medical Authorization:** I hereby: a) authorize AzRA to undertake any emergency medical care for me; b) authorize AzRA and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; c) agree that, following my transport to any such medical facility or hospital, AzRA shall not have any further responsibility for me; d) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and e) shall hold AzRA harmless from any claims associated with such medical care and/or related transportation, except for those claims based upon AzRA's negligence.

**6. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my own behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement, except for any provision contrary to law. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and I sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant.

**7. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogers, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

**8. Agreement to Application of Arizona Law and Selection of Forum:** I agree that any and all claims directly or indirectly arising from or related to this Agreement, including any and all tort or contract claims arising from my participation in the Activity under this Agreement, shall be governed by Arizona law, and that the exclusive jurisdiction for any claim shall be in the Superior Court of Coconino County, Arizona, without regard to where the incident giving rise to any lawsuit occurs and without regard to any jurisdiction's conflicts of laws analysis.

**9. Miscellaneous Provisions:** I agree that AzRA may utilize my photograph or video of me participating in the Activity for any purpose and that any such image is the property of AzRA. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement may be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by AzRA during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care and that AzRA is not in a joint venture with any such vendor or subcontractor. I agree that AzRA is not a common carrier.

**I HAVE CAREFULLY READ THE FOREGOING THREE PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS CONTRACT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Date

If signing on behalf of a minor, printed full name of minor Participant: \_\_\_\_\_



**Arizona Raft Adventures  
Grand Canyon**

4050 E. Huntington Drive, Flagstaff, Arizona 86004 800-786-7238 928-526-8200 Fax 928-526-8246 info@azraft.com www.azraft.com ☺

Initials \_\_\_\_\_