

Date: _____

American River Rentals

Release and Waiver of Liability and Assumption of Risk Agreement

I, the undersigned, as a participant, as the parent or guardian of the participant and/or the authorized representative of a specific group of participants ["Participant(s)"], hereby confirm, acknowledge and agree that: Participant(s) are voluntarily participating in the sport of river rafting tubing, kayaking, or other water floatation sports and utilizing equipment rented from Franchising the American Rivers, LLC or one of its authorized Franchisee's (the "Activity"); that the Activity is an inherently dangerous sport and that injuries and fatalities can and do occur while participating in such Activity; Participant(s) have been instructed to wear a Coast Guard-approved type I, II, III or V Personal Flotation Device (PFD) at all times on or within 10 feet of any waterway; Participant(s) will inspect the property, facilities or equipment of Releasees; Participant(s) are in good health and have no physical condition that would prevent Participant(s) from participating in the Activity; and Participant(s) hereby assume any and all risks of personal injuries and/or death. Participant(s), and each of them, for themselves, the minor and/or for the group of participants and their respective heirs, successors, assigns, executors and administrators, do hereby (i) assume all risks relating to the Activity, (ii) agree to waive, release, forever discharge, indemnify and hold harmless Franchising the American Rivers, LLC, its authorized Franchisee' company, and the County entity where the Activity took place and all of their respective shareholders, directors, officers, employees, agents, affiliates, subsidiaries, heirs, personal representatives, successors, assigns and insurers (collectively "Releasees") from any and all injuries/death, claims, losses and/or liability whatsoever that Participant(s) may suffer attributable to, arising out of or in any way related to Participant(s)' participation in the Activity and/or the use of Releasees' property, facilities or equipment, whether the same shall arise by Releasees' negligence or otherwise occurring on this date: ____/____/____.

The release and waiver of liability as herein contained: (i) is given in consideration for Participant(s)' use of Releasees' property, facilities or equipment which Participant(s) deem adequate, an (ii) shall be construed in accordance with the laws of the State of Texas, or the location where the Activity took place. If any portion of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, and the failure of Releasees to enforce any provision of this agreement shall not be construed as a waiver or limitation of Releasees' right to subsequently enforce and compel strict compliance with every provision of this agreement.

I, the undersigned, have read and understand this release and waiver of liability agreement.

1. Signature: _____ Name: _____
2. Signature: _____ Name: _____
3. Signature: _____ Name: _____
4. Signature: _____ Name: _____
5. Signature: _____ Name: _____
6. Signature: _____ Name: _____
7. Signature: _____ Name: _____
8. Signature: _____ Name: _____
9. Signature: _____ Name: _____
10. Signature: _____ Name: _____
11. Signature: _____ Name: _____
12. Signature: _____ Name: _____
13. Signature: _____ Name: _____
14. Signature: _____ Name: _____
15. Signature: _____ Name: _____