Middle Fork River Expeditions, INC.

AGREEMENT AND RELEASE FROM LIABILITY

This Agreement is important. It includes terms and conditions and releases Middle Fork River Expeditions from liability. It <u>must</u> be signed by all participants.

"Middle Fork River Expeditions" is defined to include Middle Fork River Expeditions, INC and its owners, agents, directors, officers, employees, agents, representatives and affiliates, (collectively "Middle Fork River Expeditions"). Middle Fork River Expeditions may not provide some of the services with respect to the trip and that to the extent that those services are provided by third parties Middle Fork River Expeditions is not liable for those third parties. For example, ownership or control over hotels or other lodging facilities, airline, vessel, bus, van or other transportation companies. All such persons and entities are independent contractors. As a result, Middle Fork River Expeditions is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party. Without limitation, Middle Fork River Expeditions is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals or vegetation of any sort, dangers incident to recreational activities such as swimming, kayaking, rafting, SUP (Stand Up Paddling), hiking, rock climbing or jumping, etc., sanitation problems, food poisoning, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Middle Fork River Expeditions.

ASSUMPTION OF RISK. I am aware that adventure travel and river rafting such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, the negligence of Middle Fork River Expeditions, or other persons and companies known or unknown, or of wilful or criminal conduct of third parties. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this river rafting trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of delay, unanticipated events, inconvenience, illness, emotional trauma, injury or death and of the negligence of Middle Fork River Expeditions or of any third parties. I release Middle Fork River Expeditions from its own negligence and assume all risk thereof. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release MIDDLE FORK RIVER EXPEDITIONS from any and all liabilities to the maximum extent permitted by law.

PARTICIPATION. I acknowledge that I have voluntarily applied to participate on the trip designated on this application (or a trip which I may change to) and that I have read the description of the trip as it appears in the current Middle Fork River Expeditions Middle Fork of the Salmon River itinerary, together with all information contained in this application. I am voluntarily participating in this trip with knowledge of the hazards involved. I also understand that MIDDLE FORK RIVER EXPEDITIONS reserves the right to refuse as a trip participant, or remove from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines to detract from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety presented to me by MIDDLE FORK RIVER EXPEDITIONS. MIDDLE FORK RIVER EXPEDITIONS reserves the right to make route, itinerary and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

ARBITRATION. I agree that any dispute concerning, relating, or referring to this contract, the website or itinerary, or any other literature concerning my trip, or the trip itself shall be resolved exclusively by binding arbitration in Custer County, Idaho, according to the then existing rules of the American Arbitration Association. Such proceedings will be governed by substantive Idaho law without regard to the Idaho Arbitration Act.

I have carefully read this Agreement and itinerary, and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Middle Fork River Expeditions and sign it of my own free will.

_____ _____, 20___
Signature of Releaser Dated

For a Minor: I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms of the above.

_____ _____ _____, 20___
Name of Minor Signature of Releaser Dated

Separate forms must be signed by <u>EACH</u> participant and returned to Middle Fork River Expeditions by fax or post.

Middle Fork River Expeditions ~ Box 70, Stanley, ID 83278
800-801-5146 ~ www.idahorivers.com ~ middlefork@idahorivers.com