

**LIABILITY WAIVER, RELEASE & HOLD HARMLESS AGREEMENT**  
**IN FAVOR OF PANGAEA RIVER RAFTING, INC.**

**RIVER RAFTING IS DANGEROUS AND MAY RESULT IN BODILY INJURY, DEATH, LOSS OF PERSONAL PROPERTY, AND DAMAGE TO PERSONAL PROPERTY! BECAUSE OF THE INHERENT RISK IN THE OUTDOOR SPORTS AND RECREATIONAL OPPORTUNITIES THAT WE OFFER, WE CANNOT BE RESPONSIBLE FOR PERSONAL INJURY, DEATH, OR LOST OR DAMAGED ARTICLES. PARTICIPATION IS AT YOUR OWN RISK!**

WHEREAS, the undersigned desires to engage the services of Pangaea River Rafting, Inc. on the undersigned's behalf or on behalf of the undersigned's child, ward, or similar such person.

WHEREAS, Pangea River Rafting, Inc. desires to provide its services to the undersigned and/or the undersigned's child or ward, but only on the condition that this Liability Waiver, Release & Hold Harmless Agreement ("Agreement") is executed.

WHEREAS, the undersigned executes this Agreement with full appreciation for the risks assumed by executing this Agreement and by engaging in the sport and recreational opportunities provided by Pangaea River Rafting, Inc.

NOW, THEREFORE, for good and valuable consideration, the undersigned agree(s) as follows:

1. Incorporation of Recitals. The above recitals and the definitions contained there are hereby incorporated into this Agreement.
2. Representations & Warranties. The undersigned represents and warrants (a) that the undersigned executed this Agreement prior to engaging in the sport and recreational opportunities provided by Pangea River Rafting, Inc.; (b) that he/she has been provided an opportunity to and has thoroughly read this Agreement; (c) that he/she understands and fully appreciates the risks assumed by executing this Agreement and by engaging in the sport and recreational opportunities provided by Pangea River Rafting, Inc.
3. Inherent Risks. I understand and accept that certain risks are inherent in whitewater rafting. The same inherent risks that contribute to the unique character of river rafting can be the cause of loss or damage to personal property, serious personal injury, and even death. These risks include, but are not limited, to loss or damage to personal property such as cameras, eyeglasses, and clothing; SERIOUS BODILY INJURY; ILLNESS; PARALYSIS; TRAUMA; AND DEATH. I UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE RISKS, HAZARDS AND DANGERS THAT ARE INHERENT AND INTEGRAL TO RIVER RAFTING AND THE SPORTS AND RECREATIONAL ACTIVITIES ASSOCIATED WITH RIVER RAFTING. Additional known risks include:
  - a. The risks involved in guide decision making and conduct in connection with recreational activities in a wilderness environment. These risks include, without limitation, the risk that a guide may misjudge my capabilities, or misjudge terrain, water, trail, river route location, water level or weather.
  - b. Risks of trauma to the body including, but not limited to, sprains, twists, cuts, bruises, and other trauma of any and all body parts as a result of, but not limited to:
    - i. Abrupt physical contact with another passenger or guide due to myself or another member of my boat's crew falling on or into me while in the boat.
    - ii. Lose control of a paddle or oar;
    - iii. Bodily impact with and/or into equipment associated with river rafting;
    - iv. Falling out of the raft and being helped back into the raft or to shore
    - v. The raft bumping a rock, obstacle, or another raft;
    - vi. Debris or rocks in water or on shore;
    - vii. The raft ripping, wrapping or flipping;
    - viii. Attempting to lift a heavy object associated with rafting;
    - ix. My life jacket coming unbuckled;
  - c. Risks of drowning in a river or stream, or falling out or drowning while on a raft and being killed or injured or hypothermic, or being wet, cold and uncomfortable.
  - d. Risks related with being overweight, underweight, pregnant, having heart trouble, vision impairment or any other disability that may hinder my reaction time to any inherent risk that occurs in a wilderness outdoor environment or affect my health when being over-exerted. PANGAEA REQUESTS ME TO INFORM THEM OF ANY AND ALL POSSIBLE HANDICAPS, MEDICAL ALLERGIES OR OTHER PHYSICAL HINDRANCES I MAY HAVE IN ORDER TO BETTER PREPARE PANGAEA TO HELP ME IN THE CASE OF AN EMERGENCY.

The undersigned acknowledges that the above description of the inherent risks is not complete and that there are other risks, hazards and dangers associated with participating in the sport and recreational opportunities provided by Pangaea River Rafting, Inc., which may be unknown or unanticipated. The undersigned understands that he/she has responsibility as a participant in these activities. The undersigned represents and warrants that there are no mental or physical problems or limitations associated with his/her participation in the sport or recreational opportunities provided by Pangaea River Rafting, Inc., and that the undersigned is fully capable of participating in these activities. The undersigned understands that the presence of Pangaea's personnel is no assurance of my safety or the lessening of any of these risks. THE UNDERSIGNED IS VOLUNTARILY PARTICIPATING IN THE RECREATIONAL ACTIVITIES OF PANGAEA WITH FULL KNOWLEDGE OF THE

RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF DAMAGE, INJURY, ILLNESS, PARALYSIS, AND DEATH.

1. Waiver and Release of Claims/Liability. For good and valuable consideration and in full appreciation of the inherent risks involved in engaging in the sport and recreational opportunities provided by Pangea River Rafting, Inc., the undersigned—on behalf of the undersigned and the undersigned’s spouse, marital community, child(ren), ward, and similar-such parties, if any—hereby waives, releases, and forever discharges Pangea River Rafting, Inc. and its officers, directors, guides, employees, independent contractors, agents, shareholders, successors and assigns, and all other persons or entities associated with Pangea River Rafting, Inc. (collectively, “Pangea”) from any and all types of claims, demands, and causes of action, of all kinds and natures, liquidated and contingent, known and unknown, which in any way relate to loss of personal property, damage to personal property, personal injury, including serious personal injury, and even death that result, directly or indirectly, from the inherent risks in the sport or recreational opportunities provided by Pangea River Rafting, Inc (collectively, the “Claims”).
2. Hold Harmless. The undersigned—on behalf of the undersigned and the undersigned’s spouse, marital community, child(ren), ward, and similar-such parties, if any—hereby agrees to hold Pangea harmless from each and every one of the Claims. If, notwithstanding this Agreement, one or more of the Pangea parties is determined by a court of competent jurisdiction to be liable for one or more of the Claims, the undersigned—on behalf of the undersigned and the undersigned’s spouse, marital community, child(ren), ward, and similar parties, if any—hereby agrees to only seek to recover under Pangea River Rafting, Inc.’s insurance policies, if any.
3. Governing Law: Venue. This Agreement shall be governed by Montana law. The proper venue for any action related to this Agreement shall be in Missoula County, Montana.
4. Severability. If any portion of this Agreement is held to be illegal or unenforceable, the remainder of the Agreement shall remain enforceable.
5. Legal Notice. **By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider’s ordinary negligence that are the result of the provider’s failure to exercise reasonable care.**

***I READ AND FULLY UNDERSTAND THE AGREEMENT.***

**PLEASE FILL OUT THE FORM IN ITS ENTIRETY!**

Today’s Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Printed Name (18 and older): \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Str

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

What River Are You Rafting? \_\_\_\_\_

**Parents and/or Guardians Please Fill Out the Information Above, Review This Document With Your Child(ren), And Print Your Child(ren)’s Name(s) Below.**

Print child(ren)’s names here:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_