

**TSR, INC dba TRUCKEE RIVER RAFT CO (TRRC)**

**Release and Indemnity Agreement**

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Cell # \_\_\_\_\_

Emergency contact \_\_\_\_\_ Home Phone \_\_\_\_\_

The Customer and Participants named below rent from TRRC a raft and related equipment subject to the following terms and conditions:

1. Acknowledgment: Customer and Participants understand that there is a risk of property damage, personal injury and/or death and other hazards associated with the use of rafts and rafting. Neither TRRC nor its officers, directors, employees, agents and/or servants have made any representation to me/us other than what is contained in this agreement, the rules of rafting posted on site, the orientation given to me/us prior to signing this agreement and the "Good Rules to Raft By" disclosure provided on this Agreement. Customer and Participants acknowledges that they understand the hazards associated with the use of rafts and the activity of rafting. Customer and Participants enter into this Agreement freely and voluntarily.

2. Condition of Raft: Customer has inspected the raft and any and related equipment rented from TRRC and agrees that it is in good condition, and Customer and Participants agree to return it to TRRC in the same condition.

3. Damage: Customer agrees to pay for and be responsible for any and all damage to the raft and any and all other equipment rented from TRRC resulting from abuse or misuse thereof.

4. Release and Waiver: For and in consideration of permitting m/use to rent the raft and related equipment, Customer and Participants hereby waive all claims and agree as follows:

A. Customer and Participants hereby agree to hold TRRC, its officers, directors, employees, agents and/or servants harmless and indemnify them for any and all loss, damage, liability or expense incurred or claimed by reason of any acts or omissions on Customer's or Participants' part or his/her guests relating to the use of the raft.

B. Customer and Participants hereby agree to hold TRRC, its officers, directors, employees, agents and/or servants harmless and indemnify them as to any personal injury or death arising as a result of using the raft, regardless of the cause of personal injury or death including but not limited to, the negligence of TRRC, its officers, directors, employees, agents and/or servants.

C. Customer and Participants hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action for property damage, personal injury, or wrongful death arising as a result of using the raft and/or related equipment or facilities of TRRC, regardless of whether such damage or loss is occasioned by the negligent acts of TRRC, its officers, directors, employees, agents and/or servants.

5. WARNING NOTICE: The operation of a raft on the Truckee River may be hazardous at times due to wind, water temperature, rapids, unmarked or submerged rocks, boulders and other obstacles, and/or swimmers, boaters and other rafts. All occupants of the raft shall use utmost caution and pay attention in using the raft. Customer and Participants agree that they will allow reasonable and adequate space between the raft and other boats or rafts and/or other individuals and/or obstacles in the water. All raft occupants of the raft shall wear life preservers at all times. Customer and Participants further agree that they will supervise all children to insure that they follow all posted rules.

6. Assumption of Risk: Customer and Participants assume full responsibility for personal injury, accidents, death and/or for loss or damage to personal property. Customer and Participants knowingly and freely assume all of such risks, both known and unknown, even where arising from the negligence of TRRC or others.

7. Attorney's Fees: Customer and Participants agree that should it become necessary for either party to this agreement to hire the services of an attorney to enforce his/her/its rights as to any and all disputes arising from this agreement, the prevailing party as to any action shall be entitled to reasonable attorney's fees. Any action shall be defined as any proceeding brought in a court of law, a proceeding conducted pursuant to judicial or non-judicial arbitration rules, or mediation.

**GOOD RULES TO RAFT BY**

WARNING: There are inherent risks in river rafting including, but not limited to, the following: falling; cold weather-related injuries including hypothermia, heat-related illnesses including heat exhaustion and heat stroke; "acts of nature" which may include avalanche, rock fall, inclement weather, thunder and lightning, hail, wind, temperature and other weather conditions; equipment failure or Customer error; risk(s) typically associated with watercraft, including change in waterflow or current, sub-merged, semi sub-merged and overhanging objects which may or may not be visible, capsizing, swamping or sinking of watercraft and/or attack by animals. The Customer acknowledges that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity; that no warranty of any kind, expressed or implied, is made as to the habits, disposition, suitability, nature or physical condition of any animal; that personal property may be damaged or lost; and that the Customer should ask about other potential hazards and recommended precautions and procedures (see Good Rules To Raft By).

The Customer accepts that wearing a U.S.C.G.-approved personal floatation device for waterborne activities is a basic safety precaution; and that the Customer may suffer accidents or illness in remote places where there are no available medical facilities.

The Customer hereby acknowledges and agrees to adhere and cooperate with the following rules listed below, also recognizing that these rules are guidelines and that the Customer and/or any person and/or minor child for which the Customer is a parent, legal guardian or otherwise responsible is completely responsible for their actions:

(A) If the Customer has a problem with the raft and/or any type of emergency: (1) Pull the raft to the right side of the river; (2) Everyone else stay with the raft; and (3) One person take a paddle, go up to the highway and stand with the paddle up in the air. A Company Driver will see you and the Company will send an employee/employees to assist you.

(B) Everyone and everything will get wet. **DO NOT TAKE PERSONAL PROPERTY THAT THE CUSTOMER DOES NOT WANT TO GET WET!**

(C) No infants.

(D) **ABSOLUTELY NO GLASS!**

(E) Rafts have no keel. A raft will tip over if mis-weighted. The Customer **MUST PADDLE TO STEER THE RAFT**. The Customer **MUST PADDLE AROUND ANY OBVIOUS OBSTACLES** (i.e., rocks, logs, sticks, and supports for bridges).

(F) All persons should stay seated on the INFLATED areas of the raft (they provide an air cushion in the event that the Customer gets stuck on an obstruction). If the Customer does get stuck on an obstruction: (1) **STAY SEATED**; (2) Bounce up and down (in a seated position); (3) The Customer may need to change positions to redistribute the weight in the raft and then bounce again (in a seated position); and (4) If the Customer must get out of the raft to free it from the obstacle, make sure you **STAY UPSTREAM!**

(G) **DUCK AT ANY AND ALL LOW BRIDGES and/or OBSTACLES.**

(H) **PLEASE RESPECT ALL POSTED SIGNS**, including but not limited to: "PRIVATE PROPERTY", "SENSITIVE AREAS", and any type of sign, including but not limited to "REDUCED/RESTRICTED NOISE".

(I) There are Portable Bathrooms and Garbage Cans along the River. **PLEASE USE THEM!**

(J) **ALWAYS WEAR YOUR LIFEVEST AND FOOTWEAR!**

(K) When the Customer goes through any Rapid Section of the River They Must Paddle! After the **GREEN BRIDGE**, the Customer will approach the **LAST RAPID SECTION - YOU MUST WEAR YOUR LIFEVEST AND PADDLE HARD!!!!**

**ATTENTION**

I acknowledge that I/we have read and understand this entire Release and Indemnity agreement and the Good Rules to Raft By statement and that I/we have signed this Agreement freely and voluntarily.

BY signing this Release and Indemnity Agreement, Customer is acknowledging his/her awareness of the water conditions and his/her responsibilities as to the safe operation and use of the raft. All rafts and other rental equipment must be returned no later than 6pm. A \$25.00 per person fee will be charged for rafts returned late.

I, we understand that under NO CIRCUMSTANCES will there be unauthorized persons in the raft at any time and will be subject to \$100 per person fine and/or termination of the raft trip. Initial here.

Name: \_\_\_\_\_ Age \_\_\_\_\_ Signature \_\_\_\_\_

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<b>Rafters</b>	<b>Count</b>	<b>Price</b>	<b>Amount</b>
<b>Adults (13+)</b>			
<b>Children Under 13</b>			
<b>Tots Under 6</b>			

				<b>Total</b>	
<b>Payment type</b>	<b>CC</b>	<b>\$</b>	<b>Voucher</b>	<b>Less Deposit</b>	
				<b>Amount due</b>	