



WILDERNESS RIVER ADVENTURES

PASSENGER ACKNOWLEDGEMENT OF RISK, INDEMNIFICATION, AND RELEASE

**** PLEASE READ IT COMPLETELY ****

This agreement is made between Aramark Sports and Entertainment Services, LLC. dba Wilderness River Adventures and Glen Canyon Rafting Hospitality (“**WRA / GCRH**”), an authorized concessionaire of the National Park Service (“**NPS**”), and the passenger (“**PASSENGER**”).

In consideration of the services of **WRA / GCRH**, its’ officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses, the **PASSENGER** agrees to **ALL OF THE FOLLOWING**:

1. Although **WRA / GCRH** has taken all reasonable steps to provide the **PASSENGER** with appropriate and safe equipment and skilled guides so that the **PASSENGER** can enjoy this activity for which they may not be skilled, **WRA / GCRH** has informed the **PASSENGER** that this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to the **PASSENGER**, their equipment, accidental injury or illness; or, in extreme cases, permanent trauma or death. **WRA / GCRH** does not wish to frighten the **PASSENGER** or reduce their enthusiasm for this activity, but believes it is imperative for the **PASSENGER** to know in advance what to expect and to be informed of the inherent risks. The following describes some – but not all – of those risks.
 - Drowning, slips, trips, falls, heat exhaustion, heat stress, sunburn, dehydration, sprains and strains, falling rocks, broken bones, cuts and lacerations, trauma from striking objects, submersion, vehicle and boat accidents, any other environmental injury.
2. The **PASSENGER** is aware that rafting and sightseeing tours entails risk of injury or death to any participant. The **PASSENGER** understands the above list of inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. The **PASSENGER** agrees to assume and accept full responsibility for the inherent risks identified herein, as well as those inherent risks not specifically identified. The **PASSENGER**’s participation in this activity is purely voluntary – no one is forcing the **PASSENGER** to participate, and the **PASSENGER** elects to participate in spite of and with full knowledge of the inherent risks.
3. The **PASSENGER** acknowledges that engaging in this activity may require a degree of skill and knowledge different than other activities and the **PASSENGER** has responsibilities as a participant. The **PASSENGER** acknowledges **WRA / GCRH** has fully explained the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.
4. The **PASSENGER** certifies that they are **FULLY CAPABLE** of participating in this activity. Therefore, the **PASSENGER** accepts **FULL RESPONSIBILITY** for their self, including any minor children in their care, custody, and control, for any bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein, as well as those inherent risks and dangers not specifically identified herein, and also anything that may arise as a result of the **PASSENGER**’s negligence in participating in this activity.
5. **INDEMNIFICATION AND RELEASE** - **PASSENGER** hereby releases and forever discharges on behalf of **PASSENGER**, **PASSENGER**’s heirs, assigns, personal representatives and estate and for all members of **PASSENGER**’s family and their representatives (collectively, the “Releasing Group Members”), **WRA / GCRH**, Aramark Sports and

Entertainment Services, LLC, and their respective affiliates, principals, directors, officers, agents, employees, representatives, stockholders, and volunteers, their respective insurers (collectively, the "Releasees") from any and all liability of any nature for any and all losses, damages, injury or harm (including death) to or by the undersigned, as a result of their participation in the activity and/or use, navigation or operation of the raft/vessel/vehicle, unless such losses, damages, injury or harm are caused by the gross negligence, recklessness and/or willful misconduct of the releasees.

PASSENGER will defend, indemnify and hold **Aramark Sports and Entertainment Services, LLC, WRA / GCRH** and their respective affiliates, principals officers, directors, employees, representatives, stockholders, and volunteers ("Indemnified Parties"), from and against any and all claims, suits, fines, penalties, obligations, costs and expenses (including reasonable attorney's fees and costs), including claims by **PASSENGER** or by third parties (which may include members of **PASSENGER's** party), incurred or suffered with respect to death or injury to persons or damage to property arising out of or related to **PASSENGER's** use of raft/vessel/vehicle and raft/vessel/vehicle's equipment or **PASSENGER's** failure or that of any member of **PASSENGER's** party to comply with **PASSENGER's** obligations set forth in this agreement, including without limitation, claims asserting the concurrent or sole fault or negligence of all or any of the indemnified parties, excepting only claims arising out of the gross negligence, recklessness and/or willful fault of the indemnified parties.

PASSENGER further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity.

6. The **PASSENGER** has **CAREFULLY READ, CLEARLY UNDERSTOOD**, and **ACCEPTS** the information and terms and conditions stated herein, and acknowledges that this agreement shall be effective and binding upon themselves, their heirs, assigns, personal representatives, and estates, and for all members of their family, including any minor children.

PASSENGER (PRINT NAME):	PASSENGER (SIGNATURE):	SCHEDULED TRIP DATE:
Parent or Guardian (if participant is under 18 years of age)		
PARENT OR GUARDIAN (PRINT NAME):	PARENT OR GUARDIAN (SIGNATURE):	SCHEDULED TRIP DATE: