

Waiver and Release Agreement

Please read carefully before signing

This is a release of liability and waiver of certain rights

In consideration for my being permitted to participate in the activities of **ZOLLER’S OUTDOOR ODYSSEYS, INC.**, I agree to the following Waiver and Release:

I acknowledge that rafting has inherent risks, hazard, and dangers that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARD, AND DANGER INCLUDE WITHOUT LIMITATIONS:

1. Water hazards in boating and wading in the rivers including drowning;
2. Hiking in rugged country;
3. Injuries from rafting equipment and other participants;
4. Temperature extremes;
5. Inclement weather condition and unavailability of immediate medical attention in the wilderness in case of injury.
6. If I am to participate in the Upper Gorge or Husum Falls I attest that I am a strong swimmer and agree that my river guide has final say on my participation at Husum Falls.

I understand the risks, hazards, and dangers of rafting and have had the opportunity to discuss them with **ZOLLER’S OUTDOOR ODYSSEYS, INC.**. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF **ZOLLER’S OUTDOOR ODYSSEYS, INC.** WITH THE FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE, AND RELEASE, INDEMNIFY AND HOLD HARMLESS **ZOLLER’S OUTDOOR ODYSSEYS, INC.**, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney’s fees) which are related to, arise out of, or are in any way connected with participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to my or my property as a result of my engaging in these activities or the use of these services, or equipment, whether such damage, loss, injury, paralysis, or dither results from negligence of **ZOLLER’S OUTDOOR ODYSSEYS, INC.** or from some other cause. I, for my heirs, successors, my executors, subrogees, and myself further agree not so sue **ZOLLER’S OUTDOOR ODYSSEYS, INC.** as a result of and injury, paralysis, or death suffered in connection with my use and participation in the activities of **ZOLLER’S OUTDOOR ODYSSEYS, INC.**. I also grant **ZOLLER’S OUTDOOR ODYSSEYS, INC.**, permission to photograph this rafting activity; I UNDERSTAND THAT THESE PHOTOGRAPHS MAY BE AVAILABLE TO PURCHASES AS WELL AS USED IN PROMOTIONAL ENDEAVORS. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and venue of any action relating to this release shall be in Klickitat County, Washington.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature

Date

Print Name

May we put you on our e-mail list? No spams! No selling names! Just a few special offers a year to those on our e-mail list. Add e-mail below if we can add you.

E-mail