

Tour Code: _____

Booking #: _____

VISITOR'S ACKNOWLEDGEMENT OF RISK

In consideration of the services of O.A.R.S. Grand Canyon, Inc., its officers, agents, employees and stockholders and all other persons or entities associated with those businesses, specifically including Bar 10 Ranch, a Nevada corporation, and its agents, owners, officers and employees (hereinafter collectively referred to as "OARS"), I agree as follows:

Although OARS has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, OARS has informed me 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 my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. OARS does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me 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.

- Boating on rivers and through whitewater rapids.
- Riding in a jetboat or motorized launch.
- Hiking and walking in camp and on trails and rocky ridges with steep and slippery slopes.
- Swimming along rocky and sandy shores.
- Riding in a shuttle vehicle.

I understand I may be exposed to sun, insects, cold water, environmental hazards, biting or stinging animal life and forces of nature. I can be jolted, jarred, bounced, thrown to and fro and shaken about through rapids, hitting sandbars or river debris, or traveling in a vehicle through rough terrain on extremely rugged roads. It is possible that I could be injured if I come in contact with storage containers or other fixed equipment necessary in the operation of the trip and the outfitting of the boat. Boats could turn over or I could be washed overboard. I can slip and fall during a hike. Boats are slippery when wet. Accidents can occur getting on and off boats. Exposure to the natural elements could cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps. Prolonged exposure to cold water can result in hypothermia and, in extreme cases, death. Accidental drowning is also a possibility. Unanticipated movement of rocks, soil or trees could hurt me. Equipment could break down in a remote area. I understand OARS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of my fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I understand the trip may take place in rugged outdoor conditions (including camping) that contain inherent dangers due to weather, backcountry terrain, the canyon or river environment, local flora and fauna and extreme distance from hospital facilities. I understand that the planned itinerary may be changed on account of weather conditions, equipment problems or natural disasters, creating travel delays.

I am aware that whitewater boating and backcountry vehicle travel entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein, and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of OARS has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representatives and estate and for all members of my family, including minor children.

Signature of Participant _____ Print Name: _____

Address: _____

Date of Birth ____/____/____ Phone: _____ E-mail _____ Date: _____

If under 18,
signature of parent or guardian: _____ Print Name: _____

(Please fill out, sign, and date both sides of this form)

PAYMENTS / CANCELLATION POLICIES

DEPOSIT REQUIREMENTS

- We require a deposit of \$1000/person for all Grand Canyon trips (\$750/person for all trips beginning at Whitmore Wash). \$500 is due in our office within 10 DAYS of your initial reservation. The remaining \$500 must be paid by November 1 of the year prior to your trip (\$250/person for all trips beginning at Whitmore Wash).
- If you make your reservation after November 1 of the year prior to your trip, the entire \$1000 or \$750 deposit is due in our office within 10 DAYS of your initial reservation.
- **Please note: We do not accept credit cards for Grand Canyon river adventures.**

FINAL PAYMENT

- Statements will be mailed in ample time to remind you of the payment due date.
- Final payment of all trip costs is due in our office, no less than 90 days prior to the departure date of your trip. Accounts on which final payment has not been received 80 days prior to the departure date will be **CANCELLED** without exception.

CANCELLATION POLICY

<u>Date of Cancellation</u>	<u>Cancellation Fee</u>
360 or more days prior to your trip	\$250/person
359 to 180 days prior to your trip	\$500/person
179 to 90 days prior to your trip	\$750/person
89 days or less prior to your trip	Full Fare

MEDICAL: Under most circumstances, if you are of an adventurous spirit and in reasonable good health, you should have no problem enjoying an O.A.R.S. Grand Canyon trip. People with heart trouble and pregnant women should have their physician's approval before taking a river trip. We reserve the right not to accept passengers weighing more than 260 pounds or with a waist/chest size exceeding 56 inches. If you exceed these requirements please give us a call. Also, we may decide, at any time, to exclude any person or group for any reason we feel is related to the safety of our trips.

ONE TRIP PER YEAR RULE: Grand Canyon National Park Service regulations prohibit individuals from participating in more than one recreational river trip (commercial or non-commercial) per year on the Lees Ferry to Diamond Creek section of the Colorado River. Because of this regulation, O.A.R.S. Grand Canyon, Inc. cannot accept a reservation from any individual who has or will participate in any other full or partial canyon commercial or non-commercial river trip within the same calendar year. If you have already completed or have plans to participate in any other Grand Canyon river trip during the same year you are traveling with us and would like to go again, please wait until the following year or later for your next trip. Grand Canyon National Park's one-trip-per-year rule is strictly enforced by the National Park Service.

TRAVEL INSURANCE: We *strongly recommend* that you protect yourself, your belongings and your vacation through the purchase of a travel insurance plan. They cover your non-refundable payments in most cases, should you have to cancel your trip due to illness or injury—yours or that of an extended family member—even at the last minute. No one wants an expensive helicopter to become necessary, but if you need to be evacuated or if an immediate family member dies and the National Park Service is requested to notify you by helicopter, they will charge the expense of the helicopter service to you. You can protect yourself through Trip Mate's Travel Protection Plan or with alternative insurance. For a complete description of Trip Mate's coverage online: www.tripmate.com/wpF431S/why.htm or call Trip Mate at 800-888-7292 (Plan # F431S). Please Note: If you purchase the Trip Mate plan within 14 days of your initial deposit, Pre-Existing Medical Conditions are covered.

I certify that I have read and understand the above policies and understand it is my responsibility to purchase or decline the travel insurance policy.

Signature _____

Date _____