

# Clearwater River Company LLC

## ASSUMPTION OF RISK, WAIVER OF LIABILITY, CONDITIONS OF PARTICIPATION, HOLD HARMLESS AGREEMENT AND COVENANT NOT TO SUE

*Notice: This release form is a contract with legal consequences. Read it carefully before signing.*

### PLEASE FILL OUT THIS INFORMATION AND RETURN BEFORE YOUR TRIP.

*The information provided on this page is to ensure that we have your contact information and preferences on file.*

GROUP LEADER NAME (Please print).....

MEMBER NAME (Please print).....

AGE.....

WEIGHT.....

CHEST SIZE.....

STREET ADDRESS.....

CITY, STATE, ZIP.....

TELEPHONE NUMBER.....

E-MAIL ADDRESS.....

RECREATIONAL EXPERIENCE (Please check one).....  
 None  
 Minimal  
 Moderate  
 Advance

FISHING PREFERENCE (Please check those that apply).....  
 Spey (two hand fly rod)  
 Fly (single hand fly rod)  
 Spoon & Spinner (hardware only gear trip)  
 Gear (side-drifting, back-trolling, bobber-jig)  
 Other : .....

REEL RETREIVAL HAND.....  
 Right  
 Left

Clearwater River Company provides all equipment needed for our guided fishing trips. Clients that wish to use their own equipment may do so as long as the equipment suits the needs of the trip. Will you be providing your own equipment? (Please check one).....  
 Yes  
 No

If "yes", please list equipment here:.....  
.....

Are there any physical or mental conditions of which we should be aware of that may affect your safety or ability to participate in the guided trip? (Please check one).....  
 Yes  
 No

If "yes", how can we help the Member with his/her special needs?.....  
.....

Clearwater River Company LLC  
6254 North Old Highway 191  
Malad, ID 83252

503-349-4999  
208-766-2874

# Clearwater River Company LLC

**REGISTRATION OF MEMBER AND AGREEMENT PURPOSE** – In consideration of the payment of a fee and the signing of this agreement, **Clearwater River Company LLC** agrees to permit me, the undersigned individual, and my parent or legal guardian if I am a minor, to participate in **RECREATIONAL ACTIVITIES**.

This Application will continue in effect if I participate in **RECREATIONAL ACTIVITIES** on a future date.

I agree to follow all rules established by Clearwater River Company LLC and I understand that if I violate any such rule, **Clearwater River Company LLC** has the right to refuse service without refund of any monies I have paid.

I acknowledge that **RECREATIONAL ACTIVITIES** have inherent risks, hazards and dangers that cannot be eliminated.

**AGREEMENT SCOPE, TERRITORY AND DEFINITIONS** – This agreement will be legally binding upon me, the registered Member (and my parents or legal guardians if I am a minor), my heirs, estate, assigns (including all minor children) and personal representatives; and it will be interpreted according to the laws of the state and county in which **Clearwater River Company LLC** is physically located. Any dispute under this agreement will be litigated in, and venue will be proper in, the county in which **Clearwater River Company LLC** is physically located. If any clause, phrase or word is in conflict with any applicable law, then that single part is null and void and the rest of this Application will be unaffected. The terms “**I**”, “**ME**” and “**MY**” will herein refer to the above registered Member and the parents or legal guardians of the Member if the Member is a minor. The term “**RECREATIONAL ACTIVITIES**” will herein refer to any activities in which I may participate or to which I may be exposed or in proximity during a **Clearwater River Company LLC** guided trip (including, but **NOT LIMITED** to, boating; fishing; float tubing; hiking; camping; nature watching; wading; biking; climbing; activities involving an open fire;).

**NATURE OF BOATING AND FISHING** – I understand that boating, fishing and other water activities carry an inherent risk of injury and drowning. **Clearwater River Company LLC** has no control over the operation of other boats out on the water. Even though **Clearwater River Company LLC** may operate the boat in a safe manner, other boaters may cause a collisions or may cause the boat to capsize, which can result in an occupant falling overboard. I understand that I should not stand in the boat except when boarding and disembarking when the boat is tied to the dock area. I understand that I must not carry loose items on boats that may fall into the lake or river and/or suffer damage if wet. I understand that I should wear a personal floatation device at all times for safety. I agree that I will be responsible for my own safety and that of my unborn child if I am pregnant. **Clearwater River Company LLC** advises pregnant women not to participate in boating activities, unless permission is given under advice of her physician.

**PERSONAL FLOATATION DEVICE** – I understand that **Clearwater River Company LLC** provides a Coast Guard approved, wearable, personal floatation device for each boater, and that wearing a personal floatation device may prevent drowning or injury; that, personal floatation devices provided by **Clearwater River Company LLC** may not be of perfect fit for each boater; that I will be solely responsible for securing and wearing the personal floatation device at all times; Oregon law requires that each child under the age of 12 years must wear a personal floatation device at all times while in a boat; and that I am solely responsible for insuring that each child of which I am the parent or guardian, or which is otherwise in my care, wears a personal floatation device at all times.

I hereby give my permission to have any photographs taken of myself or of my family used, published or sold by **Clearwater River Company LLC**.

**LIABILITY RELEASE – I AGREE THAT:** In consideration of **Clearwater River Company LLC** allowing my participation in activities upon the terms set forth herein, I, the Member, for myself and for my heirs, administrators, personal representatives and assigns, or on behalf of my child and/or legal ward, and the heirs, administrators, personal representatives and assigns thereof, do agree to hold harmless, release and discharge **Clearwater River Company LLC**, their respective owners, agents, employees, officers, directors, representatives, assigns, members, trustees, owners of premises and trails, affiliated organizations, insurers, and others acting on their behalf (hereinafter collectively referred to as “**RELEASEES**”), of and from, and hereby waive, all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, occurring during a **Clearwater River Company LLC** guided trip or caused by or arising from any act or failure to act of any **RELEASEE**, whether or not due to any **RELEASEE'S** negligence, including, but **NOT LIMITED** to, provision of faulty or defective equipment, failure to make reasonable and prudent efforts to determine the participant’s ability to safely engage in the **RECREATIONAL ACTIVITIES** or dangerous latent conditions of the land and water; and I do further agree that I shall not bring any claims, demands, legal actions or causes of action against any **RELEASEE** for any losses, whether economic or non-economic, due to bodily injury, death, or property damage sustained by me and/or my minor child and/or legal ward in relation to the premises, operations and activities of any **RELEASEE**. I agree to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which do not exist or which the person giving the release does not know or suspect to exist at the time of executing the release.

**ASSUMPTION OF RISK – I EXPRESSLY ASSUME RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM MY PARTICIPATION IN RECREATIONAL ACTIVITIES**, including, but **NOT LIMITED** to: death, bodily injury, property damage, drowning, falls, collisions with boats, collision with vehicles, animals or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. I understand that all **RECREATIONAL ACTIVITIES** may be inherently dangerous or involve the risk of injury.

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# Clearwater River Company LLC

**INDEMNIFICATION – I AGREE THAT:** I will indemnify, hold harmless and defend **Clearwater River Company LLC**, their respective owners, agents, employees, officers, directors, representatives, assigns, members, trustees, owners of premises and trails, affiliated organizations, insurers, and others acting on their behalf (hereinafter collectively referred to as “**INDEMNITEES**”) from and against all claims, actions, causes of action, demands, damages, injuries, death, losses, liabilities, expenses, judgments, awards and suits arising directly or indirectly from, as a result of or in connection with my actions or failure to act, and shall pay all costs (including, without limitation, attorney and accountant fees) incurred by any **INDEMNITEE** in defending against and/or responding to them.

**I, THE UNDERSIGNED MEMBER, HAVE FILLED OUT THE REGISTRATION OF MEMBER AND AGREEMENT PURPOSE ON PAGE ONE; HAVE READ AND UNDERSTOOD THE AGREEMENT SCOPE, TERRITORY AND DEFINITIONS, WARNINGS, LIABILITY RELEASE, ASSUMPTION OF RISK AND THE COVENANT NOT TO SUE. I CERTIFY THAT ALL FACTS RELATING TO MY PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.**

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*Signature of Member Signature of Witness*

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*Date*

**IF THE MEMBER IS UNDER THE AGE OF 18 YEARS, THE MEMBER’S PARENT OR LEGAL GUARDIAN MUST ALSO SIGN BELOW.**

**I, THE UNDERSIGNED PARENT OR GUARDIAN, HAVE FILLED OUT THE REGISTRATION OF MEMBER AND AGREEMENT PURPOSE ON PAGE ONE; HAVE READ AND UNDERSTOOD THE AGREEMENT SCOPE, TERRITORY AND DEFINITIONS, WARNINGS, LIABILITY RELEASE, ASSUMPTION OF RISK AND THE COVENANT NOT TO SUE. I CERTIFY THAT ALL FACTS RELATING TO THE MEMBER’S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.**

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*Signature of Parent or Guardian Signature of Witness*

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*Date*

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