



AWOL Adventure Sports

Tours/Kayaks Waiver of Liability

Date: _____ Time: _____

Customer's Name: _____

Phone#: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Driver's License #: _____

Emergency Contact Name/Phone: _____

Service Animal Certification Id#: _____

Participant's Name/s (Please list all participants in your group) _____

- *No refunds will be given for a missed departure.
- *Cancellations outside 24 hours prior to departure may receive a full refund.
- *Cancellations within 24 hours of departure time will NOT be given any refunds.
- *Should AWOL cancel your tour due to weather or safety reasons, a full refund will be given.
- *No refunds after services have been provided.
- *Per Idaho Senate Bill 1283 Smoking or Vaping is prohibited on the AWOL tour.
- *Outside food and beverage will be allowed on board.
- *No Alcoholic beverages may be consumed by anyone under the age of 21.
- *Service Animals will be allowed with proof of certification.

AWOL Adventure Sports River Tours Release of liability and Assumption of Risk:

In consideration of the services of AWOL Adventure Sports (hereafter referred to as AWOL), their agents, owners, employees, officers, volunteers, participants, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as AWOL), I hereby agree to release, indemnify, and discharge AWOL, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

Activities and Risks

I understand that the activities conducted by AWOL Adventure Sports River Tours entails unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to their parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential quality of the activity.

I could be jolted, jarred, bounced, and thrown about to and fro. It is possible that I could be injured if I come in contact with frames, storage boxes, containers or other fixed equipment on the pontoon boat. Pontoon boats can get slippery when wet and accidents can occur getting on or off the boat.

Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause sunburn, dehydration, exhaustion, heat stroke, and/or heat cramps. I understand that the initial shock of exposure to cold water can be dangerous, and that prolonged exposure to cold water could result in hypothermia, and in extreme cases, death or accidental drowning.

While AWOL employees do everything in their power to strive for safety first, they are fallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements; they might have inadequate warnings or instructions. And there is always possibility of equipment malfunction.

I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AWOL from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, or my use of any AWOL equipment including any such claims which allege negligent acts or omissions of AWOL.

Should AWOL or anyone acting on behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such an injury or damage myself or my property. I further certify that I am willing to assume the risk of any physical or medical condition I may have.

I have read this Release of Liability and Assumption of Risk Agreement; I fully understand its terms and conditions. I understand that I have given up substantial rights by signing this agreement and sign it freely and voluntarily without any inducement or coercion.

Participant's Signatures: *ALL PARTICIPANTS MUST SIGN BELOW:*

Date: _____

FOR PARENTS OR GUARDIANS OF PARTICIPANT OF MINOR AGE:

This is to certify that I, as parent or guardian with legal responsibility for this participant, do consent and agree to this release as provided above, and for myself, my heirs and next of kin, I release and agree to indemnify and hold harmless AWOL Adventure Sports from any and all liability incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of AWOL Adventure Sports, and permitted by law.

Signature of Parent or Guardian: _____

Date: _____