



## All-Star Outfitters LLC: The Guides Journal Disclaimer/Waiver

Please read carefully, sign, and bring with you.

**1. Assumption of risk.** Participation in whitewater rafting/fishing is voluntary. I understand that whitewater rafting/fishing is a dangerous sport which can result in bodily injury, death and/or damage to property for many reasons, including but not limited to rafting/fishing accidents involving third parties known and unknown to All-Star Outfitters LLC dba The Guides Journal; equipment failure, malfunction, or misuse, drowning, ill health, including illnesses and injuries brought about by participating in rafting/fishing activities, weather conditions such as storms and lightning, venomous insects and snakes, wild animals, the training, acts, omissions, recommendations or advice given by All-Star Outfitters LLC concerning rafting/fishing and related activities such as transportation to and from the site and camping, first aid, emergency treatment or other services rendered to me or others. I understand and acknowledge that the above list of reasons is not complete or exhaustive. I accept and hereby assume all risks of injury, death, illness or disease or other damage to myself, to others or to my property which arise from participation in the referenced activities.

**2. Release.** I hereby voluntarily release and forever discharge All Star Outfitters LLC/The Guides Journal, its employees, subcontractors and all other persons or entities associated with it, including other participants, from liability, claims, demands, actions or causes of action for bodily injury, death, illness, disease or damage to myself, to any participation minor child of mine or to my property which are related to, arise out of or are in any way connected with participation in the above referenced activities, including but not limited to those arising from any negligent or reckless acts or omissions or breach of contract of the released parties or hidden defects in the equipment used.

**3.** If All-Star Outfitters LLC/The Guides Journal or anyone on its behalf is required to incur attorney's fees and costs to enforce this agreement against me, I agree to indemnify and hold them harmless from all such fees and costs.

**4.** I certify that I am fully capable of participating in these activities. I agree to follow all rules and instructions of the released parties while participating in the above activities.

**5.** I acknowledge that I am not relying on any oral, written or visual representations or statements made by the released parties, including those made in released party's catalogs or other promotional material. I agree that All-Star Outfitters LLC/The Guides Journal, may use photos or video records of this trip for its promotional and/or commercial purposes.

**6.** I acknowledge and agree that by signing this document, I am giving up my right to sue the released parties for any damages I suffer or any minor child of mine suffers while participating in the above referenced activities, even if the released parties negligently cause said damages. I have read and understand this entire document. It is effective and binding upon me, my heirs, assigns, personal representatives, estate and any minor child of mine who is participating in these activities.

Participants Name \_\_\_\_\_

Phone \_\_\_\_\_

Minor Participants Name \_\_\_\_\_

Birth Date \_\_\_\_\_

Email \_\_\_\_\_

Sign \_\_\_\_\_ date \_\_\_\_\_