



ROGUE CREATIONS, LLC d.b.a. INDIGO CREEK OUTFITTERS

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, and INDEMNITY AGREEMENT

In consideration of the services of Rogue Creations, LLC, d.b.a. Indigo Creek Outfitters their agents, owners, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "I.C.O."), I, the undersigned, acknowledge and agree that:

The risks from the activities involved in this trip are significant. These risks include, but are not limited to, loss of or damage to personal property (including personal vehicles and their contents parked or shuttled while on the trip), injury or fatality due to capsizing or collision of boat, injury or fatality while riding in a bus or shuttle vehicle, air loss from boats, falling out of a boat, collision with a vehicle, vessel, rock, log or tree, immersion in water and hypothermia, falling while aboard a vessel or on shore, ankle or knee injury from use of foot cups, errors in food or water storage or preparation, accident or illness in remote places without medical facilities or personnel, water damage to personal property, encounters with animals, insects and wildlife and exposure to temperature extremes or inclement weather.

I also understand and acknowledge that failing to use or properly use safety type equipment such as personal flotation devices or helmets increases my risk of injury or of not surviving an accident or incident while rafting.

I expressly acknowledge that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which this activity will take place. I acknowledge that, I.C.O., its agents, owners, officers, volunteers, participants, employees, sales agents, subcontractors and all other persons or entities acting in any capacity on their behalf, has taken steps to mitigate the potential for transmittal of, and exposure to such viruses or communicable diseases between individuals and I.C.O. staff participating in the Activity, that exposure to such viruses or disease is an inherent risk of participating in the Activity, one that cannot be eliminated by I.C.O. As such, I expressly acknowledge and agree that it is ultimately my decision to participate notwithstanding that risk, and that I am responsible for mitigating my own risk of exposure to such viruses or disease.

People that are considered "high risk" as defined by the CDC (Center for Disease Control), including those 65 years and older, or whom have underlying medical conditions, should seriously consider the additional risks associated with COVID-19, inherent in their participation in the Activity conducted by I.C.O.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF I.C.O. OR OTHERS, TO THE FULLEST EXTENT PERMITTED BY LAW. I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THIS TRIP. Furthermore, should emergency rescue, medical services or evacuation become necessary, the expenses are my responsibility and not that of I.C.O.

I, for myself and on behalf of my parents, my heirs, assigns, personal representatives and estate HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS I.C.O., their agents, owners, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF I.C.O. OR OTHERWISE, to the fullest extent permitted by law. I also here by agree that I.C.O. may use photographic or video records of this trip for its promotional purposes. I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily. The venue of any dispute that may arise out of this agreement or otherwise between parties, to which I.C.O., or its agents is a party, shall be Jackson County, Oregon.

Name: _____

Signature: _____

Date: _____

For Parents/Guardians of Participants of Minority Age

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

Minor's Name: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____