

RELEASE

This RELEASE, executed the day and year written herein below, is provided to A Helfrich Outfitter, LLC, an Oregon Limited Liability Company, of 1950 Yolanda Avenue, Springfield, Oregon, 97477, herein referred to as 'HELFRICH'.

I, being of lawful age, in consideration of being permitted to participate in a rafting trip being conducted by HELFRICH, do for myself, my heirs, executors, administrators and assigns, hereby release and forever discharge HELFRICH, its members, officers, agents, employers, promoters, independent contractors, sponsors, advertisers, heirs, executors, administrators, employees and assigns, of and from any and every claim, demand, action or right of action, of whatever kind or nature either in law or in equity, for any and all loss or damage, and from any claim for damages on account of injury to my person or property, including injury resulting in death or permanent paralysis, whether caused by the negligence of HELFRICH or otherwise, arising out of or related in any way to my participation in that certain rafting trip to be conducted by HELFRICH, to the fullest extent allowed by law. This release relates to and includes each and every aspect of the rafting trip to be conducted by HELFRICH, including, but not limited to, the furnishing of any transportation to or from the point of commencement or point of departure of said rafting trip, the preparation and service of any food or beverage during the course of said trip, the loading or unloading of persons or property from any rafts used in connection therewith, and any first aid, treatment or service rendered to me arising out of or in any way related to said rafting trip. I knowingly and freely assume all risks associated with said rafting trip, both known and unknown, and assume all responsibility for my participation. Notwithstanding the foregoing, it is understood and agreed that this release is not intended to release HELFRICH from liability for claims for loss or damage based on gross negligence or reckless misconduct of HELFRICH, its members, employees and independent contractors.

I agree to indemnify HELFRICH, its members, officers, agents, independent contractors, employees and each of them, from any loss, liability, damage, cost or attorney fees HELFRICH may incur arising out of or related in any way to my presence on said rafting trip, whether caused by the negligence of HELFRICH or otherwise. HELFRICH, and I expressly agree that if any portion of this agreement is held to be invalid, the balance shall continue in full legal force and effect.

This RELEASE contains the entire agreement between the parties hereto and the terms of this RELEASE are contractual and not a mere recital.

I FURTHER STATE THAT I HAVE CAREFULLY READ THE FOREGOING RELEASE, KNOW THE CONTENTS THEREOF AND ACKNOWLEDGE THAT THIS RELEASE GIVES UP SUBSTANTIAL RIGHTS AND SIGN THIS RELEASE ON MY OWN FREE WILL.

IN WITNESS WHEREOF, I have executed this RELEASE at _____ Oregon,
on this date of _____.

Print name

Signature

Full Address