

## Guest Acknowledgement of Risks

In consideration of the services of **Idaho Wilderness Company**, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as **Idaho Wilderness Company**," I agree as follow:

Although **Idaho Wilderness Company** has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, **Idaho Wilderness Company** has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. **Idaho Wilderness Company** does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

Falling out of raft	Not wearing life jacket or helmet	Accidents with domestic stock (horses and mules)
Falling on rocks	Falling during hiking	Hunting (firearm accidents)
Accidents caused by other guests	Jumping and diving	Fire
Raft becoming overturned	Vehicle accidents (airplane, boats, auto)	Exposure (frostbite, sunburn, etc.)
Act of nature(storm, animals, insects)		
Swimming accidents		

I am aware that wilderness/outdoor trips, the transportation to and from the wilderness, as well as the recreational activities that are associated with this kind of wilderness experience entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that it is my responsibility to contact the staff of **Idaho Wilderness Company** before my wilderness trip begins to become more familiar with the inherent risks associated with my wilderness trip.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the **Idaho Wilderness Company**, or its agents is a party shall be either the City of Challis, Idaho Justice Court or the County or State Supreme Court in Custer County.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE **IDAHO WILDERNESS COMPANY**, its officers, officials, agents and/or employees, other participants, sponsors, advertiser's, and if applicable, owner and lessors of premises used to conduct the event (RELEASEES), from and all claims, demands, losses and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children."

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (under 18, signature of both parents or guardian required) Date

**Every guest must read and sign a copy of this *Guest Acknowledgment of Risk*. We must receive the signed copy before the trip begins. If possible enclose with deposit and reservation form.**