

KAYAK RIVER ADVENTURES PARTICIPATION AGREEMENT

PLEASE READ INITIAL & SIGN BOTH PAGES OF THIS AGREEMENT FAILURE TO DO SO WILL RESULT IN NOT BEING ALLOWED ON THE EXCURSION

THE FINAL SECTION OF PHOTO/VIDEO RELEASE IS NOT MANDATORY

Hola! Kayak River Adventures welcomes you as a participant in a canyoning, caving, kayaking, SUP, hiking excursion of one of Dominican Republic's wilderness canyons, rivers, oceans, or caves. If you choose to go on the tour, you agree to be personally responsible for every move and every decision that you make and everything that you may encounter or be subjected to. You may be exposed to dangerous conditions, whether they are natural or man-made, or whether they arise from equipment failure, encounters with falling rocks, rising water levels, wild animals, insects or dangerous plants or actions that you decide to do of your own volition. As these conditions can cause injury or sickness, Kayak River Adventures will allow you to participate in the tour only if you consider your physical, mental and emotional condition and the conditions you may encounter in the course or on the tour. In reaching your decision, we ask that you do the following:

1. Acknowledge that there are potential dangers associated with a canyoning, caving, kayaking, or SUP excursions rappelling down high cliffs, swimming under waterfalls, possible jumping off cliffs into pools and climbing out of steep canyons on potentially dangerous routes in Dominican Republic's undeveloped areas. These dangers include: slipping, tripping or falling on rugged, slippery or boulder-strewn trails and stream beds; being struck by falling tree parts or rocks; collision with submerged objects, hitting the water hard when jumping; being exposed to the elements; changing weather and stream conditions, including suddenly rising stream waters and equipment malfunction or failure. These dangers can result in sprains, strains, torn ligaments, torn muscles, broken bones, eye and ear damage, cuts, wounds, scrapes, abrasions, contusions, head injuries, neck injuries, rib injuries, spinal injuries, arm injuries, wrist and hand injuries, leg injuries, ankle and foot injuries, injuries to other parts of the body, drowning, hypothermia, exhaustion, sunburn, sunstroke, dehydration, poisoning, infection, oxygen shortage, animal or insect scratches and bites, shock, paralysis, or death. _____(initial here)
2. Accept the instructions of the guides during the tour and adjust your equipment only with the guide's help. _____(initial here)
3. Fully inform the Kayak River Adventure guides of any defects in your physical, mental or emotional abilities that may keep you from fully participating in the tour, so that they may help you determine if this extreme sport is appropriate for you. Please disclose your adverse conditions by writing them on the bottom of this paper and by telling the guides. _____(initial here)
4. Acknowledge that a danger of canyoning/kayaking/caving/SUP in undeveloped areas is the lack of immediately available medical facilities or health care greater than that which the Kayak River Adventures guides can provide. _____(initial here)
5. Agree to use your common sense in enjoying the canyoning course or tour, which includes staying with the tour group, staying on designated routes, wearing your helmet (canyoning/caving) and all safety equipment provided at all times (Lifejackets/impact vests and/or helmets), using care when rappelling and hiking in streams and along cliffs, being wary of animals and following all instructions of Kayak River Adventures guides. _____(initial here)
6. Agree to attempt to preserve the environment by not discarding paper, plastic, or non-biodegradable items, and not removing plants _____(initial here)
7. Acknowledge that equipment may malfunction, even if checked on a regular basis. _____(initial here)
8. Acknowledge that based on the weather conditions and/or water levels in the streams, the guides may determine it unsafe to rappel into streams/waterfalls, in which case alternative rappels outside of the streams will be used. _____(initial here)

Kayak River Adventures will allow you to participate in our course or tour if you agreed to all of the above items. Release In exchange for allowing me to participate in the Canyon Adventures tour, I acknowledge that Kayak River Adventures informed me of some of the less obvious risks and dangers associated with the canyoning excursion in an undeveloped area. I hereby release Kayak River Adventures their officers, directors, partners, employees, and agents, from any responsibility for any damage to my person or property or any injury that results from the risks and dangers involved, or in the event that I leave the tour group, for any damage or injury that results. I also understand that I am giving up my right to bring a lawsuit against these entities or persons for damages or injuries that might result from my participation in the tour. Agreed: _____(initials)

PLEASE CONTINUE TO PAGE 2----->

I sign this Participation Agreement, Release and Indemnity Agreement knowingly and voluntarily.

Name: _____

Email address: _____

Signature /Date

If you are the parent or guardian of a person under 18 years of age or who requires special care, complete the following: In exchange for Kayak River Adventures allowing the person(s) whose name(s) are printed below to participate in a canyoning course or tour, I agree to release, indemnify and hold harmless Kayak River Adventures and their employees, guides and agents for any damage or injury to the person(s) named below that results from the risks and dangers of participating in this activity.

Signature of parent or guardian Print name(s) of minor(s) or person(s) needing special care

I, the undersigned, give permission to Kayak River Adventures to photograph/video me and use such photograph(s)/video(s) in all forms of media, for any and all promotional purposes including advertising, display, audiovisual, exhibition or editorial use. I understand and agree that I will not receive any payment for my time or expenses or any royalty for the publication of the photograph(s)/video(s) or the use of my name and I hereby release the Kayak River Adventures and/or any parties designated by Kayak River Adventures from any such claims. I certify that I have read and fully understand this consent and release, and that all questions pertaining to this consent have been answered to my satisfaction.

Signature/Date

Signature of parent or guardian Print name(s) of minor(s)

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.