**Alpine River Adventures**

**Assumption of Risk Signature Form. Please read all sections carefully.**

Name ..............................................................................................................................................................

Address ...........................................................................City ........................................ Postcode................

How did you hear about Alpine River Adventures?........................................................................................

Your journey with Alpine River Adventures is about to begin! It is important for your safety and the safety of others that you have understood the safety briefing you have just received. If you have any questions at all, please ask one of the guides now. If you require assistance of any type, at any time please ask. You are under no obligation to sign this form if you are feeling uncomfortable about your participation in the proposed trip and you are entitled to a full refund if you choose not to participate. If you wish to partake in this trip you are required to sign this form.

1. I acknowledge that I have been presented with a safety briefing outlining the risks involved and I have received an explanation of what is expected of me in relation to my personal safety and the safety of the group during the proposed trip.
2. I acknowledge that during the safety talk I have received a description of the trip I am about to undertake and advice indicating the current river level and the level is suitable for rafting.
3. I have received and been fitted for a safety helmet, a buoyancy vest and seasonally appropriate river items such as wet suits and thermals, all of which have undergone a visual safety inspection prior to my use.

*Note: Section 74 of the trade practices (‘the Act’) implies a warranty of due care and skill into contracts for the supply of services, as defined in the Act. To the extent that a warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.*

1. The CUSTOMER must disclose any pre-existing medical or other conditions that may affect the risk that either the CUSTOMER or any other person will suffer injury, loss or damage.
2. The CUSTOMER acknowledges that the PROPRIETOR relies on the information provided by the CUSTOMER, and the CUSTOMER states that all such information is accurate and complete.
3. The CUSTOMER acknowledges that white water rafting is an inherently dangerous activity. The CUSTOMER recognises that there are risks specifically associated with the activity, some of which may include:

* The unpredictable nature of the river.
* Physical exertion to which you may not be accustomed.
* Extremes of weather and temperature including sudden and unexpected change.
* Cold and or wet conditions.
* Falling into the river.
* The hazards of travel in remote and rugged terrain.
* The possibility of accident or illness remote from normal medical services.
* Difficulties of evacuation if you are disabled.

1. The CUSTOMER understands and acknowledges the dangers associated with the consumption of alcohol or any mind-altering substance and declares that they are not currently under the effect of Alcohol or any mind-altering substance. The CUSTOMER accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any mind-altering substance.
2. The CUSTOMER agrees with the PROPRIETOR that the CUSTOMER will obey and will comply with all rules and directions made or given by the PROPRIETOR in connection with the trip. In particular, the CUSTOMER has been advised to wear an approved Buoyancy Vest and Helmet at all times during the trip.
3. The CUSTOMER accepts all risks associated with the activity, including the possibility of injury, death, loss or damage.
4. The CUSTOMER agrees to indemnify the PROPRIETOR against all claims made by any other person against the PROPRIETOR in respect of any injury, loss or damage arising out of or in connection with the CUSTOMERS failure to comply with the PROPRIETOR’S instructions, rules and/or regulations.
5. The CUSTOMER agrees and acknowledges that to the extent permitted by law, the PROPRIETOR shall not be held liable for any injury, loss or damage suffered by the CUSTOMER or any other person, arising from or in connection with the CUSTOMERS participation in the trip. Whether such injury, loss or damage was caused directly or indirectly by the negligence of the PROPRIETOR or otherwise, or by the PROPRIETORS servants or agents. The CUSTOMER hereby release the PROPRIETOR from all such claims made by or on behalf of any other person.
6. To the extent permitted by law, the CUSTOMER acknowledges and agrees that all warranties, covenants and stipulations are hereby excluded.
7. All accidents, injuries, loss nor damage must be reported by the CUSTOMER to the PROPRIETOR before the CUSTOMER leaves the PROPRIETORS property or leaves the trip.
8. If the CUSTOMER suffers any injuries or illness, the CUSTOMER agrees that the PROPRIETOR, servants or agents, may provide evacuation, first ain and medical treatment at the CUSTOMER’S expense and the CUSTOMER’S acceptance of these terms and conditions constitutes the CUSTOMER’S consent to such evacuation, first aid and/or medical treatment.
9. The CUSTOMER grants permission to the PROPRIETOR to take photographic images or videos of the CUSTOMER during the activity and to allow the use of such images for promotional purposes by the PROPRIETOR on the internet and other promotional mediums.

I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK SIGNATURE FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW.

Full Name .......................................................................................................................................................

Signed ............................................................................................................................................................

Date .......................................... River ...........................................................................................................

**Parents or legal guardians must sign if person is under 18 years of age.**

If a parent or legal guardian is not present at the time of the trip, parents are required to pre-sign and the person responsible for the child on the trip will be required to co-sign, so as to indicate the items marked i, ii and iii have been received.

Co-Signed (see note above) ...........................................................................................................................