

Please Sign and return as soon as possible to  
Orange Torpedo Trips, 210 Merlin Rd. Merlin OR 97532

**PARTICIPANT NAME** \_\_\_\_\_ **E-mail** \_\_\_\_\_

DOB(MM/DD/YYYY) \_\_\_\_\_ Emergency Contact: \_\_\_\_\_ Phone# \_\_\_\_\_

**TRIP ORGANIZER** \_\_\_\_\_ **Trip Start Date** \_\_\_\_\_

Special Medical or other considerations we should be aware of, (i.e. allergies, medications, etc): If yes, has your doctor advised against participation in any aspect of this trip:

Special Diet Considerations or Requests: (e.g. Vegetarian, only fish, etc)

<b>Beverage Preference</b>	<b>Beer:</b> light <input type="checkbox"/>	<b>Wine :</b> Red <input type="checkbox"/>	<b>Soda:</b> Diet <input type="checkbox"/>	<b>Other:</b> Juice <input type="checkbox"/>	Tea <input type="checkbox"/>
	Regular <input type="checkbox"/>	White <input type="checkbox"/>	Reg <input type="checkbox"/>	Lemonade <input type="checkbox"/>	

ORANGE TORPEDO TRIPS LLC ("ORANGE TORPEDO") thanks you for your interest in our trips. We have a number of different options available for you. You have the responsibility of selecting a trip that fits your skill and physical ability levels.

## WAIVER AND RELEASE OF LIABILITY

### PARTICIPANT AGREEMENT – DISCLAIMER & RELEASE – READ THIS CAREFULLY

**DISCLAIMER:** ORANGE TORPEDO TRIPS LLC ("ORANGE TORPEDO"), ITS OWNERS AND/OR AFFILIATED COMPANIES, EMPLOYEES, INSTRUCTORS, AND AGENTS ARE NOT RESPONSIBLE FOR ANY INJURY OR LOSS OF PROPERTY TO ANY PERSON SUFFERED IN ANY WAY AND FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE, WHILE PARTICIPATING IN ANY ORANGE TORPEDO PROGRAM, RELATED EVENTS AND ACTIVITIES.

**I hereby release and covenant not-to-sue** ORANGE TORPEDO, its principals, owners, officers, agents, employees, instructors, successors, assigns, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises used for the activity its owners, and all others who are involved with the ORANGE TORPEDO **from any and all present and future claims resulting from ordinary negligence on the part of Orange Torpedo or others listed** for property damage, personal injury, or wrongful death, resulting from or arising out of my / my child's participation in any ORANGE TORPEDO program, related events and activities. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, and whether known, anticipated or unanticipated, that may be made by me, my family, estate executors, administrators, heirs, or assigns.

I am aware that activities involved in this program involve the risk that accidents, minor or severe, may occur. I understand that certain dangers may arise resulting from or arising out of my / my child's participation, including but not limited to, death, serious neck and spinal injuries resulting in paralysis, and injury to virtually all bones, joints, muscles, and internal organs. In addition, I understand that participation involves activities incidental thereto, including, but not limited to, travel to and from the site of activity, participation at sites that may be remote from available medical assistance, and the possible

reckless conduct of other participants or unaffiliated persons. I voluntarily participate / allow my child to participate in the activities with knowledge of the potential dangers and hereby agree to accept and assume any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless ORANGE TORPEDO and others listed for any and all claims arising as a result of me / my child engaging in or receiving instruction in any of ORANGE TORPEDO activities or any activities incidental thereto, wherever, whenever, or however the same may occur.

I represent that I am / my child is in good physical condition and that I / my child will only engage in activities in which I am / my child is physically fit to participate.

I knowingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of ORANGE TORPEDO immediately.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Oregon and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be in Josephine County, Oregon.

Any pictures or video captured on my / my child's trip are under the ownership of ORANGE TORPEDO and may be used in any way it sees fit.

I affirm that I am of legal age and am freely signing this Agreement I **have read this form and fully understand that by signing this form, I am giving up legal rights** and/or remedies which may be available to me for the ordinary negligence of ORANGE TORPEDO or any of the parties listed above.

(Please circle the type of boat you will be riding in) OT-Orange Torpedo / PR-Paddle Raft / OR- Oared Raft

PARTICIPANTS SIGNATURE \_\_\_\_\_ PRINTED Name \_\_\_\_\_  
DATE \_\_\_\_\_

DOB(MM/DD/YYYY) \_\_\_\_\_ WT \_\_\_\_\_ lbs SHIRT SIZE please circle one: (S, M, L, XL, XXL)  
BOAT TYPE: OT / PR / OR

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to the above Waiver and Release of Liability, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless ORANGE TORPEDO, its principals, owners, officers, agents, employees, instructors, successors, assigns, other participants, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of premises used for the activity its owners, and all others who are involved with the ORANGE TORPEDO **from any and all present and future claims resulting from ordinary negligence on the part of ORANGE TORPEDO or others listed** for property damage, personal injury, or wrongful death, resulting from my child's participation in any ORANGE TORPEDO program, related events and activities.

(Please circle the type of boat you will be riding in) OT-Orange Torpedo / PR-Paddle Raft / OR- Oared Raft

PARENT/GUARDIAN'S SIGNATURE \_\_\_\_\_ PRINTED Name \_\_\_\_\_  
DATE \_\_\_\_\_

MINOR'S PRINTED NAME \_\_\_\_\_ DOB(MM/DD/YYYY) \_\_\_\_\_  
WT \_\_\_\_\_ lbs SHIRT SIZE please circle one: (S, M, L, XL, XXL) BOAT TYPE: OT / PR / OR