

## AGREEMENT TO ASSUME ALL RISKS

*Please read this contract carefully. It is a legally binding agreement.*

In consideration of being permitted to participate in an adventure trip with Chipor Holdings, LLC d/b/a Orange Torpedo Trips, LLC (“Orange Torpedo”), I, the Participant, (or if the Participant is under the age of 18, I, on the Participant’s behalf) understand, acknowledge, and contractually agree as set forth below (the Agreement):

**1. Acknowledgement of Dangers and Risks:** I understand, acknowledge, and agree that participating in an adventure trip with Orange Torpedo (hereinafter the “Activity”), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH**. I understand, acknowledge, and agree that participating in the Activity involves certain inherent dangers and risks that cannot be eliminated or controlled by Orange Torpedo, the presence of which are integral to the adventurous nature of the Activity. The following list of dangers and risks that could cause physical or emotional injury or death is not exhaustive – I understand that there are many other dangers or risks associated with the Activity not listed below: 1) Risks associated with swimming, boating and being around or in water, including: falling into water; water immersion including drowning; being thrown into unfamiliar water with submerged hazards; jolting or jarring resulting in contact with hard objects including rocks and boating equipment or other participants; injurious contact with natural and manmade submerged objects; injurious contact with your own paddle or that of other participants; capsizing boats; collisions with jet boats; becoming tangled in ropes; getting trapped or caught beneath an overturned boat; foot entrapment; trapped limbs; striking and/or becoming entangled with strainers or other objects under the surface of the water; motorized equipment malfunctions, including fire or explosion; hypothermia; physical over-exertion; mental or physical shock; boating equipment malfunction; slipping, tripping or falling around or from boats; burning associated with hot surfaces and sun; and errors in guide judgment, or lapse in guide skill. 2) Risks associated with using inflatable kayaks, including: the failure to understand and follow guide instructions; failure to properly rig gear or equipment; failure to understand how to properly use or maintain equipment during a trip resulting in its failure or malfunction; and failure to properly control an inflatable kayak as a result of a lack of adequate knowledge, experience, or skill. 3) Risks associated with hiking and trail running, including: rough trail; unmarked obstacles; collisions; slipping, tripping, or falling. 4) Risks associated with transport in a motor vehicle or aircraft, including: all commonly understood risks of riding in a vehicle; risks associated with riding in a vehicle in remote terrain on backcountry or 4-wheel drive roads; risks associated with approaching, entering, and riding in aircraft; and lapse in driver, guide or pilot judgment or skill. 5) Risks associated with camping or extracurricular activities on a watersports trip, including: slipping, tripping or falling; allergen exposure; exposure to dangerous wildlife or insects; snake bites; bodily failure while carrying heavy objects; falling or slipping into the river while on shore; injurious contact with your own fishing equipment or that of other participants; flying man-made objects such as balls, frisbees, gear, or equipment; exposure to fishing hooks and lines; falling trees; moving objects associated with extreme weather; hail; lightening; flash flood; temperature fluctuations; extreme or partial darkness; wind; hail; storms and lightening; campfire burns; wildfire or uncontrolled camp or kitchen fire; food-borne bacteria or virus; water-borne bacteria or virus; kitchen or cooking related dangers; exposure to food allergens; landslides; rock-fall; mudslides; mental or physical shock; burns or burning associated with campfires, hot surfaces, and sun exposure; overexertion; fatigue; dizziness or disorientation; diminished reaction time; and dangerous water crossings. 6) Risks associated with being on an outdoors trip with other participants and relying upon guides, including: mentally or physically unstable or criminal trip participants; negligence by trip participants; all manner of outdoor injuries including brain injury, spinal injury, bone breaks, burns, internal injury, sickness or disease, hypothermia, sunburn, frostbite, heatstroke, dehydration, hyponatremia, and altitude sickness; getting lost; errors in guide judgment or lapse in guide skill; inadequate or incorrect medical care; poorly executed or failed rescue attempts; dangerous contact with rescue vehicles, boats, or aircraft; failure or lack of communication equipment; and inadequate or malfunctioning equipment. I understand that Orange Torpedo has done its best to list the known risks of participating in the Activity, but agree that I have the right, obligation, and opportunity to research and verify the risks of participating in the Activity.

**2. Assumption of Risk:** I acknowledge and agree that I am choosing to take part in the Activity despite the dangers and risks of doing so, and freely choose to accept the risks of participating in the Activity. I recognize that property loss, physical or emotional injury, and death are all possible while participating in the Activity. I expressly acknowledge and assume all inherent risks, dangers, and consequences of the Activity, including but not limited to those risks, dangers, and consequences set forth in paragraph 1 above, that may result in physical or emotional injury, property damage, or death. I understand that paddling an inflatable kayak carries heightened and additional risks to those assumed by a Participant in a traditional guided river trip and that the inherent risks of the trip are heightened and enhanced by the fact that the inflatable kayak in which the Participant will be traveling down the river will not be rowed by a licensed guide who is familiar with the river, the rapids on the river, and the dynamic nature of river conditions. I acknowledge that when paddling an inflatable kayak all risks inherent to traveling by boat down whitewater are heightened, and the risk of injury or death is correspondingly higher.

**3. Participant's Responsibilities and Representations:** I represent that I am physically and mentally capable of participating in the Activity. I understand the importance of all safety instructions given to me, whether in writing or verbally, and agree to follow all guide instructions at all times while engaging in the Activity. Further, I represent that I have had the opportunity to both independently research and discuss with Orange Torpedo the risks of participating in the Activity and my assumption of those risks. I have been informed of and understand the expectations of me while engaging in the Activity. I have been informed of the increased risk associated with running higher classes of whitewater, and of the changing nature of such risk as water levels change. I understand that I am responsible for truthfully disclosing and notifying Orange Torpedo of any risk to me or other participants associated with my own mental or physical conditions, including allergies that could result in anaphylaxis. I specifically and expressly agree that I have full responsibility for managing and treating any such conditions to prevent injury to myself or others. I acknowledge that, in the event I choose to consume alcohol during my trip, I will bear sole responsibility for myself and for any damages I may cause to Orange Torpedo, its property or to other guests. I am not relying on any prior oral, written, or visual representations made by Orange Torpedo, including in any website or promotional materials, to induce me to go on any adventure activity.

**4. Medical Authorization:** I hereby: 1) authorize Orange Torpedo to undertake any emergency medical care for me; 2) authorize Orange Torpedo and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agree that, following my transport to any such medical facility or hospital, the Orange Torpedo shall not have any further responsibility for me; 4) agree to pay all costs associated with the medical care, rescue, or any related transportation provided for me; and 5) shall hold Orange Torpedo harmless from any claims associated with such medical care and/or related transportation, except for those claims based upon Orange Torpedo's negligence.

**5. Application of Agreement to Minor Participants:** In the case of a minor Participant, I, as parent or legal guardian, acknowledge that I am not only signing this Agreement on my behalf, but that I am also signing on behalf of the minor and that the minor shall be bound by all of the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, I understand that I am also waiving certain rights on behalf of the minor that the minor otherwise may have. I agree that but for the foregoing, the minor Participant would not be permitted to participate in the Activity, and sign this document out of a desire to have the Participant be allowed to participate in the activity. I represent that I am a **legal** parent or guardian of the minor Participant.

**6. Representation of Capacity to Contract, and Acknowledgement That Agreement is a Binding Contract:** I represent that I am at least 18 years of age, and that I have the capacity to understand and be bound by all of the provisions of this Agreement. I understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives, and those of the Participant.

**7. Agreement to Application of Oregon Law and Selection of Forum:** I agree that any and all claims for injury and/or death arising from my participation in the Activity shall be governed by Oregon law, and that the exclusive jurisdiction for any claim shall be in the Josephine County, Oregon Circuit Court, without regard to where the incident giving rise to any lawsuit occurs, and without regard to any jurisdiction's conflicts of laws analysis

**8. Miscellaneous Provisions:** I agree that Orange Torpedo may utilize my photograph, or video of me participating in the Activity for any purpose, and that any such image is the property of Orange Torpedo. If any sentence, clause, paragraph or part of this Agreement is declared unenforceable, the remainder shall continue in full force and effect. This Agreement can be modified only in writing. An electronic signature or acknowledgment of agreement upon this contract is fully binding and enforceable, and a copy of this executed Agreement may be used as if it is the original. I agree that any subcontractors or other vendors utilized by Orange Torpedo during or incidental to the Activity are solely responsible for injury that occurs to me while I am in their care, except for any injury that results from the negligence of Orange Torpedo, and that Orange Torpedo is not in a joint venture with any such vendor or subcontractor. I agree that Orange Torpedo is not a common carrier.

**I HAVE CAREFULLY READ THE FOREGOING TWO PAGE AGREEMENT AND UNDERSTAND ITS CONTENTS. I AGREE TO BE FULLY BOUND BY THE TERMS OF THIS CONTRACT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Date

If signing on behalf of a minor, printed full name of minor Participant: \_\_\_\_\_