

Waiver and Release Agreement
Please read carefully before signing
This is a release of liability and waiver of certain rights

In consideration for my being permitted to participate in the activities of ZOLLER'S OUTDOOR ODYSSEYS, INC., I agree to the following Waiver and Release:

I acknowledge that rafting has inherent risks, hazard, and dangers that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARD, AND DANGER INCLUDE WITHOUT LIMITATIONS:

1. Water hazards in boating and wading in the rivers including drowning;
2. Hiking in rugged country;
3. Injuries from rafting equipment and other participants;
4. Temperature extremes;
5. Inclement weather condition and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of rafting and have had the opportunity to discuss them with ZOLLER'S OUTDOOR ODYSSEYS, INC.. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF ZOLLER'S OUTDOOR ODYSSEYS, INC. WITH THE FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE, AND RELEASE, INDEMNIFY AND HOLD HARMLESS ZOLLER'S OUTDOOR ODYSSEYS, INC., their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with participation in this activity including, but not limited to , NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to my or my property as a result of my engaging in these activities or the use of these services, or equipment, whether such damage, loss, injury, paralysis, or dither results from negligence of ZOLLER'S OUTDOOR ODYSSEYS, INC. or from some other cause. I, for my heirs, successors, my executors, subrogees, and myself further agree not so sue ZOLLER'S OUTDOOR ODYSSEYS, INC. as a result of and injury, paralysis, or death suffered in connection with my use and participation in the activities of ZOLLER'S OUTDOOR ODYSSEYS, INC.. I also grant ZOLLER'S OUTDOOR ODYSSEYS, INC., permission to photograph this rafting activity; I UNDERSTAND THAT THESE PHOTOGRAPHS MAY BE AVAILABLE TO PURCHASES AS WELL AS USED IN PROMOTIONAL ENDEAVORS. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and venue of any action relating to this release shall be in Klickitat County, Washington.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature: _____ Date: _____

Print Name: _____

Mailing Address: _____ City State Zip: _____

Phone: _____ E-mail: _____

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by ZOLLER'S OUTDOOR ODYSSEYS, INC. to participate in the activities of rafting which include, without limitation, the use of its services, and equipment, I agree to the following waiver, release and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/ herself and on behalf of said minor, hereby joins in foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend ZOLLER'S OUTDOOR ODYSSEYS, INC., THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS FROM AND against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of ZOLLER'S OUTDOOR ODYSSEYS, INC. and his or her use of the property and facilities of ZOLLER'S OUTDOOR ODYSSEYS, INC. I, for myself and on behalf of said minor, agree not to sue ZOLLER'S OUTDOOR ODYSSEYS, INC. as a result of any injury, paralysis, or death that said minor suffers in connection with his/her participation in the activities of ZOLLER'S OUTDOOR ODYSSEYS, INC.

I also grant ZOLLER'S OUTDOOR ODYSSEYS INC., permission to photograph this activity. I UNDERSTAND THAT THESE PHOTOGRAPHS MAY BE AVAILABLE TO PURCHASE AS WELL AS USED IN PROMOTIONAL ENDEAVORS.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and venue of any action relating to this release shall be in Klickitat County, Washington.

Signature of Parent, Guardian or Custodian of Minor

Date

Print Name of Minor

Witness

Date