



531 SW 13th ST
Bend, OR 97702
(541) 382-6277

Group Name: _____ Date: _____

Trip: _____ Time: _____

Waiver and Release Agreement – Please Read carefully –

In consideration of the services of **Sun Country Tours**, its owners, members, officers, directors, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (hereinafter referred to as “**SCT**”), I hereby agree to release and discharge **SCT**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- 1. I acknowledge outdoor activities, including instruction and travel to such activities, entail known and inherent risks, as well as unknown and unanticipated risks which could result in serious emotional or physical injury, paralysis, death, drowning or damage or loss to myself, third parties and my own or others’ property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.
- Furthermore**, **SCT** guides have difficult jobs to perform. They seek safety but are not infallible. They might not be aware of a participant’s fitness or abilities. They might misjudge the weather, the elements, terrain, trail or river route location. They may give insufficient warnings or instructions, and the equipment being used might malfunction.
- 2. I hereby voluntarily release, discharge and agree to indemnify and hold harmless **SCT** from any and all claims, demands, liability, losses or causes of action which are in any way connected with my participation in this activity or use of **SCT**’s equipment or facilities, including claims related to injury to person or property, disability or death, **whether arising from the negligent act or omission of SCT or otherwise, breach of contract and/or warranty or any other legal theory**. This waiver does not apply to claims, demands, losses or liability determined to be the result of the gross negligence or willful misconduct of **SCT**.
- 3. Should **SCT** or anyone acting on its behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify them for all such fees and costs. I agree that this document and all other aspects of my relationship with **SCT** are governed by the laws of the State of Oregon, and that any legal action resulting from my participation in this activity shall be brought only in Deschutes County, Oregon. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.
- 4. I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
- 5. **In signing this document, I fully recognize that if injury, illness, death, loss or damage occurs to me while I am engaged in this rafting trip, I will have no right to make a claim or file a lawsuit against SCT or its officers, agents or employees, even if they or any of them negligently cause or contribute to my injury, illness, death, loss or damage.**
- 6. I hereby grant **SCT** the right to take and utilize photographs of me participating in these activities for the purpose of sale, promotion and advertising.

I have carefully read this agreement and understand its contents and I agree to be bound by its terms. I am aware this is a waiver and a release of liability and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

Signature of Participant	Print Name	Phone	Age(If under 18)
_____	_____	_____	_____

Parent or Guardian	Print Name	Phone
_____	_____	_____