

RIVERS (FIJI) LTD.
ACCEPTANCE OF RISK AND RELEASE OF CLAIMS

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully! It must be understood, signed and returned to Rivers (Fiji) Ltd., prior to the start of your trip.

In consideration of the services of Rivers (Fiji) Ltd., its agents, owners, officers, volunteers, participants, employees, trip organizers, trip sponsors, suppliers, contractors, lessors and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as “Rivers Fiji”) I hereby release, discharge and completely hold indemnified, Rivers Fiji, for myself and on behalf of my children, my parents, my heirs, assigns, personal representatives and estate as follows:

I understand there is a risk of physical or emotional injury, paralysis, death or damage to myself, to third parties or to property inherent in the following trip activities. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity:

- Kayak touring on open ocean waters and along rocky coasts
- Rafting on rivers and through whitewater rapids.
- Hiking and walking on trails and rocky ridges with steep slopes

- Swimming and snorkeling along rocky and sandy shores
- Exposure to sun, cold water, environmental hazards and forces of nature.
- Exposure to insects and biting or stinging marine life.
- Riding in a motorized skiff or launch

Through rapids and waves, I can be jolted, jarred, bounced, thrown to and fro and shaken about. It is possible that I could be injured if I come in contact with storage containers or other fixed equipment necessary in the operation of the trip and the outfitting of the boat. Rafts and kayaks could turn over or I could be washed overboard. I can slip and fall during a hike. Accidents can occur getting on and off rafts or other boats. Rafts are slippery when wet. Exposure to the natural elements could cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps. Prolonged exposure to cold water can result in hypothermia and, in extreme causes, death. Accidental drowning is also a possibility.

Furthermore, Rivers Fiji’s guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of my fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

I voluntarily accept the risks inherent in traveling in a foreign country, including travel by air, land vehicles, motorized ships, skiffs and punts, and rowed or paddled craft, and agree to hold Rivers Fiji harmless for any loss during travel associated with my trip.

I understand the trip takes place in rugged outdoor conditions (including camping) that contain inherent dangers due to weather, terrain, the river or marine environments, local flora and fauna and distance from hospital facilities. I understand that I have the option to retire from the trip if I feel unsafe. I further agree to bear the expense of voluntarily retiring from the trip before it is concluded. I understand that the planned itinerary may be changed on account of weather conditions.

I expressly agree and promise to accept and assume all of the risks existing in the trip activities. My participation is purely voluntary and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Rivers Fiji from any and all claims, demands, or causes of action, which are in any way connected with my participation in this trip or my use of Rivers Fiji’s equipment or facilities, **including any such claims which allege negligent acts or omissions of Rivers Fiji.**

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall continue in full force and effect. Should Rivers Fiji or anyone acting on Rivers Fiji's behalf be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I agree to bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I am not relying on any oral, written or visual representations or statements made by Rivers Fiji, including those made in its brochures or other promotional materials, to induce me to participate in this activity. I grant permission to Rivers Fiji and other trip participants to make movies, videos, and photographs and to use them for promotional and commercial purposes without recourse or compensation to me.

Any controversy or claim arising out of or relating to my participation in this activity shall be settled by binding arbitration in Suva, Fiji Islands, in accordance with the rules of the Fijian Arbitration Association then existing and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the above acceptance of risk and release of claims.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I waive any and all rights to maintain a lawsuit against Rivers Fiji on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____

Print Name: _____

Address: _____

City: _____ State: _____ Country: _____

Zip or Postal Code: _____ E-Mail Address: _____

Phone: _____ Date: _____

Parent's or Guardian's Additional Indemnification (must be completed for participants under the age of 18)

In consideration of _____, Age: _____ (print minor's name) ("Minor") being permitted by Rivers Fiji to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Rivers Fiji from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name: _____ Date: _____

How did you hear about Rivers Fiji? Circle one or comment:

Hotel Desk Brochure Our Website Other Website Friend Travel Book OTHER
_____ p/u from _____

Internet Search Magazine Article Magazine Ad TV Show Travel Agent
