

Smoking Rivers

JASON CROSS AND ASSOCS.

~ RIVER GUIDES & CANOE EXPEDITIONS SINCE 2006 ~

• PERSONAL INFORMATION & TRIP AGREEMENT •

*TRIP DATES: ___/___/___ to ___/___/___ *RATE: \$_____ per trip

*RIVER: _____ () Private party? _____

Name: _____

Address: _____
(street) (city) (state) (zip)

Telephone: (home) (____) _____ (work) (____) _____

Fax: _____ E-mail: _____

Date of Birth: ___/___/___ Occupation: _____
(mo.) (day) (year)

(If participant is under 18, complete the next three lines)

Parent or Guardian's name: _____

Address - Parent's: _____

Telephone -Parent's: (____) _____ (School) (____) _____

TRAVEL ARRANGEMENTS: *(Please confirm all specifics; meeting place, means of transportation, times, etc.)*

* Meeting Location: _____

* ARRIVE Via _____; *(Please incl. flight number, if applic.)* Date: _____ Time: _____

* DEPART Via _____; *(Please incl. flight number, if applic.)* Date: _____ Time: _____

Where did you hear about us? _____

In case of illness or emergency, notify: _____
(name)

_____ (address) _____ (phone)

PASSPORT INFORMATION

P.O. Box 491 • Hampden, Maine 04444
303-725-2533
info@smokingrivers.com

**PARTICIPANT RELEASE OF LIABILITY
AND ASSUMPTION OF RISK AGREEMENT**

*****READ BEFORE SIGNING*****

In consideration of being allowed to participate in any way in the program, related events, activities, and services of Smoking Rivers, L.L.C. /Jason Cross & Assocs. d/b/a Smoking Rivers, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as RELEASEES), I _____ the undersigned, acknowledge, appreciate, and agree to release and discharge Releasees, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation. I voluntarily elect to participate in spite of the risks.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Smoking Rivers, L.L.C. /Jason Cross & Assocs. d/b/a Smoking Rivers, its officers, officials, owners, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Participant: _____

Print Name: _____

Address: _____

Date: _____

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE
(Under age 18 at time of registration)**

This is to certify that I, as parent/guardian of _____ with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent or Guardian Signature: _____

Date: _____ Emergency Contact Number(s) _____

*** PLEASE NOTE ***

Smoking Rivers, L.L.C. /Jason Cross & Assocs. d/b/a Smoking Rivers, in conformance with the dictates of its liability insurance coverage, as well as the accepted safety standards of the professional whitewater guiding industry, requires that all participants wear Personal Flotation Devices (e.g. "life vests") at ALL times on the water. Our regulations also prohibits the consumption of alcoholic beverages while on water. By signing below the participant acknowledges these specific company policies and agrees to abide by them.

I further 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 cost of -- all risks that may be created, directly or indirectly, by any such conditions, including evacuation.

Signature

PHOTO RELEASE (OPTIONAL)

Pictures taken on our trips may be published in books, magazines, or other publications, either for editorial purposes, as elements in the continuing campaign to save our wild places, or in conjunction with promotional purposes. If you have no objection, please sign this release. Thanks.

Image Release: I hereby grant and convey to Jason Cross and its administrators, affiliates, licensees, successors or assigns, all right, title, and interest in and to any photographs bearing my likeness, which may be taken of me by Jason Cross or representatives of Smoking Rivers, L.L.C. /Jason Cross & Assocs. d/b/a Smoking Rivers, LLC the right to use such likeness for any legitimate and lawful purpose.

Date

Signature

CANCELLATION & REFUNDS

Unless otherwise specified, a deposit of one-third is required to reserve time and equipment.

- 0 - 59 days prior to trip - deposit non-refundable
- 60 - 89 days - 35% deposit refundable
- 90 days or more - 75% refundable

Trip balances are due in our office 21 days prior to trip departure (non-refundable)

Smoking Rivers, L.L.C. /Jason Cross & Assocs. d/b/a Smoking Rivers reserves the right to cancel any trip, with full refund, due to forces of nature beyond our control, or in the event that less than the required number of clients have signed up for a particular trip. *(In the latter case we may offer participants the option of paying a surcharge to take the trip.)*

Refunds may not be payable due to acts of declared or undeclared war and/or terrorism.

Trip "no shows", or those leaving a trip early on their own accord will not receive a refund of either deposit or balance of payment.

TRIP INSURANCE

We recommend that you protect yourself and your baggage with a short term traveler's insurance policy, and will provide one for your convenience, if requested. Baggage is carried entirely at owner's risk. Trip cancellation insurance will also cover your losses on non-refundable air and land costs on trips cancelled due to illness.

EXPERIENCE & PERSONAL GEAR OPTION LIST

NAME: _____

Previous camping/canoeing experience: _____

Describe your swimming ability: _____

• Have you any illness, allergies, physical disability, temporary or chronic disorder, etc., that in any way might affect your participation?

If so, describe: _____

• Are you currently under medical treatment that requires any drugs or medication?

• Do you have any dietary restrictions or preferences?

I am bringing the following items of personal gear:

Tent _____

Paddle _____

PFD _____

Personal packing gear/river bags/etc. _____

None of the above _____

Any special needs? _____

Notes/Explanations _____

Height/Weight _____/ _____

Approximate vest size: (S,M,L,XL) _____

Please return this form with the Personal Information and Trip Agreement form.