

AMERICAN PACKRAFTING ASSOCIATION: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. All participants must sign this Document. For participants under 18 years of age (hereafter sometimes “minor” or “child”), at least one of the participant’s parents or legal guardians (hereafter collectively “parent”) must also sign. In consideration for participant being permitted to participate in the 2025 Annual Packrafting Roundup (“Roundup”) hosted by the American Packrafting Association, Inc., and its owners, officers, directors, board members, employees, agents, subcontractors, representatives, safety chairs, risk managers, and volunteers, and all other persons or entities affiliated with it (hereafter individually and collectively “APA”), I (participant and/or parent of a minor participant) acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Participating (whether simply attending, observing, or actively participating) in educational, instructional, recreational, and/or adventure activities includes risks. These activities can occur in various locations. Activities, events, and programs in which Participant may partake during the Roundup includes, but may not be limited to: boating (including rafting, canoeing, and kayaking); skiing; camping; hiking, trekking, and backpacking; bouldering, scrambling, canyoneering, rappelling, and rock climbing; stand-up paddle boarding; fishing; swimming; bicycling; trail construction, basic farming, and other service and conservation projects; travel in urban, rural and/or remote areas; use of hotels, hostels or other accommodations; and transportation in vans, buses, trucks or other vehicles (collectively referred to in this Document as “Activities”). Activities may be scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during the participant’s free time.

I UNDERSTAND AND ACKNOWLEDGE THAT THE APA WILL NOT BE SANCTIONING ANY ON-WATER ACTIVITIES (INCLUDING BUT NOT LIMITED TO PADDLING) DURING THE ROUNDUP. ALL ON-WATER ACTIVITIES WILL OCCUR SOLELY DURING PARTICIPANT’S INDEPENDENT TIME, INCLUDING THE SWIFTWATER SAFETY INSTITUTE’S PACKRAFTING RESCUE TRAINING AND CASCADE RAFT & KAYAK’S PACKRAFT CLINICS. THE APA IS NOT IN ANY WAY INVOLVED IN OPERATING THESE COURSES AND THEY ARE NOT PART OF THE ROUNDUP.

I acknowledge that the inherent and other risks, hazards, and dangers (collectively referred to in this Document as “risks”) **of the Activities can cause injury, disease, illness, damage, death or other loss to the participant or others.** The parent of a minor gives permission for their child to participate in all Activities and agrees to discuss the nature and risks of the Activities with their child.

I UNDERSTAND THAT THE RISKS INCLUDE, WITHOUT LIMITATION:

1. Weather, environmental, and surface and subsurface conditions in an outdoor or wilderness environment that are unpredictable and dangerous, including risks associated with travel on trails or routes that may not be groomed, maintained, controlled, or marked; lightning; snow or ice accumulation; high altitude conditions; fast moving rivers or other water bodies; falling or fallen timber; mineshafts; rockfall; icefall; steep or slippery terrain; electrical storms; mountain storms; flashfloods; snow; rain; hail; sleet; ice and extremely cold water; geothermal geysers or geothermally heated (extremely hot) water; unstable or loose rock; wild or domestic animals; stinging, venomous and/or disease carrying animals, insects or microorganisms; and other natural and man-made hazards and dangers;
2. Participant’s mental, physical, or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the Activities includes risks. APA cannot anticipate or eliminate risks or complications posed by participant’s mental, physical (including fitness level), or emotional condition;
3. Risks associated with decision-making, judgments, and warnings, which are often based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to error. These include the risk that that the participant or co-participant, an APA staff member or volunteer, or other person may misjudge or misrepresent an individual’s capabilities, health, or fitness level, or misjudge terrain, weather, trail location and conditions, water-level, water conditions,

river and/or terrain route location, some aspect of instruction, medical treatment, the character and propensities of an animal, use of any equipment, facilities or premises, including use of hotels, hostels, or other accommodations, or how best to react in certain circumstances;

4. Animals, including but not limited to horses, are unpredictable and uncontrollable in all circumstances, whether participants are mounting, dismounting, saddling, feeding, riding, packing, or otherwise dealing with animals in any way. Animals are generally much larger, more powerful, and faster than a human, and can react to the environment, and the conduct and actions of riders and other persons in harmful ways. Without warning, animals can kick, bite, stomp, stumble, rear, bolt, fall, and react to sudden movements, noise, light, vehicles, other animals, or objects. Riding animals can involve equipment that may break or otherwise fail, saddles or blankets that may slip, and other riders who may not control their animals and cause a collision or other unpredictable consequences;
5. Risks of camping and backpacking, including the risk of tending to, being near, or cooking over an open fire or gas or propane stove that is subject to a gas explosion, scalding, or other burns. Other risks include the risk of contaminated water in natural water sources, the risk of falling trees and/or branches, floods, harsh and unpredictable weather, wildlife disturbances and encounters, insect bites, and other hazards at a camp site;
6. The risk that equipment or gear may be misused, may not fit, or may break, fail, or malfunction. This includes participant's personal equipment, APA equipment, or other equipment (whether purchased or borrowed). Participants choosing to bring and use their personal equipment (including any safety gear), assume full responsibility (along with the parent of a minor), for choosing appropriate equipment and for the fit and condition of this equipment. APA requires use of helmets or other safety gear for some Activities. Safety gear may prevent or lessen injuries in some instances, but it is not a guarantee of safety, and injury can occur even with the use of this gear;
7. Risks associated with the fact that Activities may take place in remote locations, causing potential delays or difficulties in communication, transportation, evacuation, and medical care. This includes the unavailability of immediate and quality medical attention or rescue possibilities in an isolated and remote (more than one hour away from medical facilities) location, including the limited ability to communicate with rescue and medical personnel, and to transport or evacuate a participant from an incident location;
8. Participating in service and conservation projects includes risks associated with Activities such as (but not limited to) building, digging, heavy lifting, farming, construction, and clean-up projects. Projects can include the use of tools and equipment (e.g., shovels, hammers, or other tools) and potentially dangerous substances (paints, cleaning agents) that can cause injury resulting from use, misuse, or malfunction;
9. Risks associated with rafting, kayaking, or canoeing in a creek or river, including encountering swift or cold water; the presence of unknown obstacles such as rocks or timber, which can cause entrapment; the risk that a vessel may overturn or sink; the risks of falling overboard; and the risks of being swept into a river current;
10. Risks associated with stand-up paddle boarding, kayaking, or canoeing in an open body of water, including interactions with other individuals and vessels on the water; potential hazards including docks, piers, bridges, buoys, rocks, and the shore; water and weather conditions including waves or currents and heavy winds; equipment and gear malfunction; interactions with fish, insects, and other animals; and otherwise, being in a large body of water where a lifeguard is not present;
11. Risks associated with swimming, including the risk of being in a creek, river, lake, reservoir, or other open water without a lifeguard who could perform immediate emergency services; drowning or other injuries such as concussions; injuries from falling or water inhalation; swimming in water depths beyond participant's ability; and the risks of diving or other behavior that could cause injury or even death;
12. Risks associated with bicycling and/or mountain biking, including the possibility of failed equipment such as the bike gear or helmet; hazardous and unpredictable road or trail conditions; the impact of other cyclists, motor vehicles, or animals; the possibility a rider could lose control of the bicycle; and the impact of harsh weather conditions;
13. Risks of rock climbing, rappelling, scrambling, canyoneering, and bouldering, including the possibility of slipping and falling partway or to the ground; burns; pinches; jolts; losing grip on the rock or a climbing hold; impacting the rock face,

objects, or people; being hit by rock or debris fall from above; loose or damaged climbing holds; and equipment failure or misuse;

14. Risks associated with skiing, snowboarding, and other similar Activities (collectively, “skiing”), including changing weather conditions; avalanches and/or snow slides; snow conditions as they exist or may change, such as ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut-up snow, and machine-made snow; surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, extreme terrain, and trees, or other natural objects, and collisions with such natural objects; impact with signs, posts, fences or enclosures, hydrants, water pipes, or other manmade structures and their components; variations in steepness or terrain; collisions with other people; and the failure of participants to ski and/or to utilize trails within their ability;
15. Risks associated with touring in a city or other public location, including the possibility of tripping, slipping, or falling due to unexpected hazards, the risk of a motor vehicle accident, the risk of being robbed, and of otherwise sustaining injuries, losses, or damages due to the unpredictable behavior of third persons, or otherwise;
16. Risks associated with interactions with, and reliance on, APA, other participants, contractors, or unknown third parties, including the careless or reckless behavior of other people, the possibility of inadvertent touching or unwanted sexual advances, the risk of contracting viruses and infectious diseases, and personal disclosure and/or interaction with co-participants;
17. Risks associated with travelling in a van, motor coach, bus, personal car, or other vehicle including driver error; hazardous road or trail conditions; weather conditions; vehicle equipment failure; motion sickness; difficulties associated with navigation; or any other issue that may arise while a passenger in a large moving vehicle; and
18. Risks associated with participants having free and/or independent time before, during, and after the Roundup. This specifically includes, but is not limited to, all time spent by participants at their campsites, **PARTAKING IN ANY ON-WATER ACTIVITIES INCLUDING PADDLING**, and any independent excursions before, during, and after the Roundup. At all times, all participants share in the responsibility for their own well-being;

These risks can result in participants: falling partway or to the ground or into the water; being struck by, colliding with, or impacting objects, people, animals, or the bottom of a water body; experiencing vehicle collision, capsize or rollover; reacting to high altitudes, weather conditions, or increased exertion; becoming lost or disoriented; and suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold-related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns; illnesses (including viruses, animal/insect borne diseases, and contagious and infectious diseases such as COVID-19); infections; cuts or wounds; or other injury, damage, death, or loss.

I (participant and/or parent of a minor participant) acknowledge and agree:

- To honestly and accurately complete all APA registration forms (including medical forms and the COVID-19 Addendum to Acknowledgment and Assumption of Risks & Release and Indemnity Agreement) and obey all rules and policies;
- To disclose to APA any mental, physical, or emotional conditions or limitations which may adversely affect participant’s participation in the Activities, or cause harm to themselves or to other people;
- APA representatives are available if I have further questions about the Roundup, the Activities or the associated risks;
- APA contracts with individuals or organizations that are independent contractors (not employees or agents of APA) to provide or conduct some of the services and Activities participants will engage in. APA does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- **The information provided above or otherwise is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and APA cannot assure participant’s safety or eliminate any of these risks;** at all times, participants share in the responsibility for their own well-being and—if they are with a group—for the well-being of the group;

- If participant is borrowing equipment from APA, or one of its staff members or volunteers, the equipment comes "AS-IS," and APA disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose), regarding the equipment;
- Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent of a minor) assumes and accepts full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of the Activities and for any injury, damage, death, illness, or other loss suffered by participant (and parent of a minor), resulting from those risks, including the risk of participant's own negligence or other misconduct.

Release and Indemnity Agreement

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and for and on behalf of my participating minor child) agree as follows:

1) To release and agree not to sue APA, with respect to any and all claims, liabilities, suits, or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s"), for any injury, damage, disease, illness, death, or other loss in any way connected with my/my child's enrollment or participation in the Activities. I agree here to waive all claim/s I or my child may have against APA, legally bind my/my child's estate and any family member, heir, or other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against APA as a result of any injury, damage, disease, illness, death, or other loss suffered by me or my child;

2) To defend, hold harmless, and indemnify ("indemnify" meaning protect by reimbursement or payment) APA with respect to any and all claim/s:

- a) brought by or on behalf of me, my participating child, spouse or other family member/s, or my/my child's heir/s or estate for any injury, damage, disease, illness, death, or other loss in any way connected with my/my child's enrollment or participation in the Activities; and/or
- b) brought by a co-participant or any other person for any injury, damage, disease, illness, death, or other loss to the extent caused by my/my child's conduct while participating in the Activities, or brought by a medical care provider, insurer, or other third party as a result of medical care provided to the participant before, during, or after the Activities, including transportation and evacuation costs.

THIS RELEASE AND INDEMNITY AGREEMENT INCLUDES CLAIM/S OF OR RESULTING FROM APA'S OWN NEGLIGENCE OR FAULT (BUT NOT ITS GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT), AND INCLUDES CLAIM/S FOR PERSONAL INJURY OR WRONGFUL DEATH (INCLUDING CLAIM/S RELATED TO EMERGENCY, MEDICAL, DRUG AND/OR HEALTH ISSUES, RESPONSE, ASSESSMENT, OR TREATMENT), DISEASE, ILLNESS (INCLUDING BUT NOT LIMITED TO ANY CLAIM/S IN ANY WAY ARISING FROM OR RELATED TO COVID-19), PROPERTY DAMAGE, LOSS OF CONSORTIUM, BREACH OF CONTRACT, OR ANY OTHER CLAIM.

Other Provisions

I (participant and/or parent of a minor participant) acknowledge and agree:

I understand that APA reserves the right to dismiss the participant from an Activity and/or the Roundup if it believes, in its sole discretion, the participant presents a safety concern or medical risk, is disruptive, violates APA's rules or policies, makes unwanted and/or inappropriate sexual advances on another person, or otherwise conducts themselves in a manner detrimental to APA or other participants. I acknowledge and understand that, among other things, use of illicit drugs or alcohol is strongly discouraged while participating in all active sports as set forth above, and excessive use could be grounds for immediate dismissal from the Roundup in APA's sole discretion. If the participant is dismissed or departs for any reason, no refunds will be given. I am solely responsible for all costs and logistics of early departure whether for medical reasons, dismissal, personal emergencies, behavior issues, or otherwise. These costs include, but may not be limited to, plane, train, or bus fare, and meals or accommodations. I agree that APA's responsibility for the participant ends with the participant's dismissal or withdrawal from the Roundup, or any Activity therein.

I authorize APA and/or its agents and designees, to photograph, film, record, and/or otherwise capture the name, image, voice, written statement, group journal or electronic entry, photograph and/or visual likeness of me, my child and/or my other family members (collectively “images”), without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction, or display on the internet, in publications and/or for any informational, promotional, educational, audiovisual, exhibition, editorial, or other use in any manner that APA desires. These images are the sole property of APA and I waive any inspection or approval rights.

I authorize APA staff, volunteers, or contractors to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and/or to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by APA) of any records necessary for treatment, referral, billing, or insurance purposes. I agree to pay all costs associated with any such care and/or transportation, including medical and/or airlift evacuation and associated expenses.

It is possible an Activity may need to be rerouted due to unforeseen circumstances, including Acts of God (such as weather concerns), government order/recommendations, public health risks, and other developments that in APA’s sole discretion, potentially pose a safety risk to me/my child. APA will make reasonable efforts to communicate such developments as quickly as possible. However, I agree to be responsible for all expenses incurred on participant’s behalf associated with rerouting a program.

I agree that Wyoming substantive law (without regard to its “conflict of laws” rules) exclusively governs this Document, any dispute I/my child have with APA, and all other aspects of my/my child’s relationship with APA, contractual or otherwise. I also agree that any legal proceeding must be filed only in the state court located in Teton County, Wyoming, which will be the sole jurisdiction and venue for any legal proceeding relating to or arising out of the Activities, this Document, or otherwise. Before filing a lawsuit, I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Wyoming mediator.

This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If a court or any other appropriate authority finds any portion of this Document to be invalid, all other portions of this Document will remain in full force and effect and binding upon the parties.

PARTICIPANT AND/OR PARENT OF A MINOR AGREE:

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND LEGALLY BINDING UPON ME, MY SPOUSE, PARTICIPATING CHILDREN, AND PARTICIPANT’S/PARENT’S OTHER FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES, SUBROGEEES, ASSIGNS, AND ESTATE.

SIGNING INSTRUCTIONS

ALL PARTICIPANTS MUST SIGN AND DATE BELOW, PRINT THEIR NAME, AND PROVIDE THEIR BIRTHDATE. IF A PARTICIPANT IS A MINOR (THOSE UNDER 18 YEARS OF AGE), ONE OF THE PARTICIPANT’S PARENTS MUST ALSO SIGN THE FINAL LINE BELOW ON THE MINOR’S BEHALF.

I understand that my signature is valid and legally binding whether I choose to electronically sign or sign a printable version of this Document.

Participant Signature	/Date	/Print name here	/Birthdate
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Participant Signature	/Date	/Print name here	/Birthdate
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Participant Signature	/Date	/Print name here	/Birthdate
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Participant Signature	/Date	/Print name here	/Birthdate
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Parent/Guardian Signature (for a minor participant)	/Date	/Print name here
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