

# Big South Fork Adventures LLC

## Customer/Participant/Guest “Acknowledgement of Inherent Risks”

2 pages

In consideration of the services/activities provided by Big South Fork Adventures LLC, their officers, agents, employees and stockholders, all other people or entities associated with those services/activities (hereafter collectively referred to as BSFA), I the Customer/Participant/Guest agree as follows:

Although BSFA has taken reasonable steps to provide me with appropriate inspected equipment, procedures, training and skilled-trained guides, in relation to guided and unguided activities, so I can enjoy an activity for which I may not be skilled, BSFA, has informed me this activity is not without INHERENT RISKS. These inherent risks are some of the attributes/elements that contribute to the unique character of this activity and can cause the loss of life, permanent physical and mental trauma, loss of personal equipment, lasting injuries and illnesses.

In consideration of the stated risks of injury while participating in any BSFA activities and as consideration for the right to participate in such activity and its related events and activities,

**I, the Customer/Participant/Guest, acknowledge and agree that:**

1. The inherent risks of injury from activities involved in the BSFA activity is significant, including the potential for permanent paralysis and death, and while skills, equipment, and personal discipline may reduce these risks, the inherent risks of serious injury still exist; and,
2. I \_\_\_\_\_, KNOWINGLY ACKNOWLEDGE THE INHERENT RISKS, associated with the activity, both known and unknown, listed and unlisted, and voluntarily choose, to participate, despite those inherent risks.
3. I willingly agree to comply with the BSFA stated and customary terms and conditions for participation.
4. I have watched and fully understand the [Whitewater Safety Video](https://www.youtube.com/watch?v=EljMIFKrWq0), (<https://www.youtube.com/watch?v=EljMIFKrWq0>), and will properly wear the assigned PFD and safety helmet and/or any other prescribed BSFA safety equipment, when participating in BSFA “On Water” activities. If, however, I observe any unusual hazard/s during my presence or participation, I will remove myself from participation and bring such to the attention of BSFA trained guide immediately. In addition:
5. I will not stand up in swift water and will actively participate in my rescue.
6. I understand in unguided/self-guided BSFA activities, I am responsible for my actions, along with knowing the inherent risks associated with the unguided/self-guided activity and I am responsible for my self-rescue, if necessary.
7. I understand that BSFA “On Water” activities are dynamic and any personal items I bring on the trip could be lost, broken and irretrievable forever.
8. If BSFA rented equipment is used, I will safely return the equipment in the same state that it was issued, outside of normal activity "wear and tear" in junction with the activity equipment return policy.

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9. I understand that during the activity, I may encounter various wildlife, including poisonous snakes, and insects and I, \_\_\_\_\_, the participant, will treat all wildlife with respect and will not approach or handle wildlife.
10. I also understand we are all stewards of the state and/or national parks and forests systems and will not participate in the destruction of such property, including not sleeping or relieving my-self under rock cropping and littering.
11. I am responsible for my mental and physical qualifications to participate in BSFA activities, I certified I am physically and mentally capable of successfully completing this activity.
12. **Big South Fork Adventures LLC has the right to cancel any trips that are deemed unsafe and will offer customary refunds or rescheduling of the trip based on the reason. No refund will be offered for "No Shows". The consumption of drugs or alcohol is not allowed on any Big South Fork Adventure's expeditions, activities and/or trips.**
13. I know that BSFA whitewater trip's locations are extremely remote, and any emergency services needed will not be immediate, and I may incur medical and/or rescue expenses from those emergency services.
14. I HAVE READ AND UNDERSTAND THIS “ACKNOWLEDGEMENT OF INHERENT RISKS” and VOLUNTARILY ACCEPT THESE INHERENT RISKS ASSOCIATED WITH MY PARTICIPATION IN BSFA ACTIVITIES.

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Printed Name and Date

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Signed Name and Date