

**ENDLESS RIVER ADVENTURES**  
**Waiver and Release of liability – COVID-19**

We all know that these are uncertain times. The risks of COVID-19 are not well understood and there is controversy among the experts on how the virus can spread and difficultly in scientifically determining whether anyone has the virus at any moment in time.

Endless River Adventurers (“ERA”) is not an expert in the risk analysis of COVID-19. To date, there is no way to totally protect customers of Endless River Adventures (ERA)- or any whitewater outfitter, against COVID-19. We do not have to reopen until all risk is removed by the discovery and administration of an effective vaccine. However, we are willing to open and provide providing guided fly fishing, whitewater rafting, kayaking, kayaking instruction, the use of the facilities and equipment of ERA and in-store retail sales (hereby referred to as ERA activities) to you if you are willing to accept all risk of contracting COVID-19.

While we are taking your safety and that of our staff very seriously, by employing recommended safety initiatives, we cannot guarantee that any of these measures will completely protect you from contracting COVID-19 or that we can implement these procedures without error.

I further acknowledge and understand that ERA Activities may requires physical contact – especially in a rescue situation, that are necessary by the nature of whitewater. I understand that physical contact with others and inability to social distance heightens risk of becoming exposed to or infected by COVID-19 while participating in skydiving and it's related activities. In consideration for providing ERA Activities, by signing below you agree to accept all responsibility for the risk that you may contract COVID-19.

On behalf of myself, my personal representatives and my heirs, I hereby voluntarily discharge and covenant not to sue Endless River Adventures I further agree that I will not file, nor cause to be filed, nor participate in any lawsuit against ERA, its agents, servants, employees and any other person who may be in any way connected with ERA Activities, including but not limited to owners of ERA, ERA’s employees and agents for injuries and/or death as a result of contracting COVID-19.

By signing this Agreement, I acknowledge that I am free to go to other whitewater outfitters who may not require my agreement to accept responsibility for contracting COVID-19.

X \_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Participant