



PUBLIC UTILITY DISTRICT NO. 1 of CHELAN COUNTY

P.O. Box 1231, Wenatchee, WA 98807-1231 • 327 N. Wenatchee Ave., Wenatchee, WA 98801

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ASSUMPTION OF RISK AND GENERAL RELEASE OF LIABILITY

This is a release of all claims. Read it carefully and sign below. This release essentially says that you are voluntarily going to participate in an extremely dangerous activity and that you will not make any claim, sue or expect Chelan Public Utility District to be responsible or pay for any injury, death or property damage.

1. I, _____ (clearly print full legal name), have requested access to certain land and waters for the purpose of the Chelan gorge whitewater kayaking/paddling activity and other associated activities such as walking or hiking in the area (hereinafter known as “Activity”). Public Utility District No. 1 of Chelan County, Washington (hereinafter referred to as the "PUD") has agreed to allow such access without charge for the Activity. In consideration for this access, I fully understand and accept all of the conditions of this agreement.

2. I recognize that the Activity will be rigorous and physically, mentally and emotionally challenging and may aggravate existing physical, mental or emotional conditions or cause new ones. I recognize that the Activity is extremely dangerous. I understand that the dangers may include damage to or destruction of personal property, serious physical injury or even death, arising from a variety of

hazards including, but not limited to, and by way of example only, rocks, hazardous terrain, trees, debris, powerful waves, waterfalls, hydraulics and various other man-made or natural hazards; and difficulty or improbability of rescue. The risks and dangers may arise from foreseeable or unforeseeable causes. I understand that American Whitewater has determined the Chelan gorge contains difficult Class IV and V rapids. These are the most difficult and dangerous levels of whitewater, requiring the highest levels of training, experience, and physical ability. I understand that the Chelan gorge has not previously been used for whitewater recreation and is not suitable for general whitewater recreation. I also understand that the conditions of the river and gorge are constantly changing, and have not relied on any written description of those conditions. I further understand that there is no prepared access into or exit from the Chelan gorge and that the Chelan gorge is extremely narrow and steep. I take personal responsibility for choosing the method, route and equipment necessary to gain access to and exit from the river and gorge. I also understand that before and during the course of this Activity there may be natural or artificial variations in river flows that could alter the character of the river. I understand that the flows that are expected to be released are not exact nor can they be measured. I have read and understand the attached memoranda from the Chelan County Sheriff dated September 25, 2007 and the Chelan County Fire District 7 dated August 30, 2007.

3. I take full responsibility for my own safety and am not relying upon the PUD, Chelan County or any other entity or person for my safety or rescue. I have

not relied upon estimates of water flow, conditions of the gorge or river, or any other information from the PUD or any other entity. I will personally investigate the conditions and make my own determination as to the suitability of the river and the gorge for my participation in the Activity.

4. In addition, I recognize and accept:
 - a. that I am personally and solely responsible for determining whether I have the skill and expertise to safely participate in the Activity and am solely responsible for my own safety;
 - b. that I am solely responsible for selecting equipment suitable for use during my participation;
 - c. that no other person or entity has any obligation to attempt to rescue me, and that any attempted rescue may, in fact, exacerbate my condition and/or cause injury or death;
 - d. that I have voluntarily chosen to engage in the Activity and I was not invited or requested to participate in the Activity by the PUD; and
 - e. The operational constraints on the PUD and the Chelan hydroelectric project and river conditions will preclude any reduction or change in flows to assist in any rescue efforts.

5. I understand and expressly assume all the dangers incident to the Activity and hereby release all claims including, but not limited to, property damage or destruction and personal injury or death, whether caused by negligence,

breach of contract or otherwise, which I may ever have against: (a) the PUD, its officers, commissioners, employees, or any other persons or entities that may be involved in facilitating the Activity; (b) Chelan County and its commissioners and employees; and (c) each and every other participant in the Activity.

6. I recognize that neither the PUD nor its commissioners, officers, directors, employees, agents, successors or assigns are providing any liability, health or other insurance in connection with the Activity. I agree to assume all financial responsibility for medical, rescue or other expenses that may be incurred. I agree to defend, hold harmless and indemnify the PUD, its commissioners, officers, directors, employees, agents, successors or assigns and Chelan County, its commissioners and employees, for any loss or damage, including attorneys fees, that may result should I or anyone else on my behalf pursue an action or claim that is waived or barred by this release and waiver.

7. I also assume full responsibility for and agree to defend, hold harmless and indemnify the PUD, its commissioners, officers, directors, employees, agents, successors and assigns and Chelan County, its commissioners and employees, against any claims, losses or judgments that may arise from any damage or harm that I may incur or cause while participating in the Activity.

8. This waiver shall be binding upon me, my heirs, executors and administrators.

9. I represent that:

a. I am 18 years of age or older.

- b. I am signing this release and waiver voluntarily and of my own free will.
- c. I have no physical, mental or emotional problems, nor any history thereof, which could impair my ability to participate in the Activity or to understand the meaning and intent of this waiver and release document.
- d. I have read and understand this entire document and am bound by its terms.

10. If it is necessary for either party to enforce the terms of this Release, the exclusive venue for any such action will be in Chelan County, Washington.

The substantially prevailing party shall be entitled to receive attorneys' fees.

DATED this _____ day of _____ 2____.

SIGNED: _____

WITNESSED BY: _____

Print Name _____

Address _____

Print Name _____

Address _____