

# WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**\*PLEASE READ CAREFULLY\***

**WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED**

To **Black Gold River Tours/852683 AB. Ltd.** and employees, representatives, officers and agents of **Black Gold River Tours/852683 AB. Ltd.**

I hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation boat tours, back country hiking, fishing, eco tourism and all related activities organized by **Black Gold River Tours/852683 AB. Ltd.** and conducted by **Black Gold River Tours/852683 AB. Ltd.** and/or employees of **Black Gold River Tours/852683 AB. Ltd.**, and in further consideration of **Black Gold River Tours/852683 AB. Ltd.** allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "This Agreement").
2. I acknowledge that boat tours, back county hiking, fishing, eco tourism and all related activities involve **INHERENT RISKS** that may cause serious injury and possibility death to participants. I further recognize that boat tours, back country hiking, fishing, eco tourism involve **ADDITIONAL RISKS AND DANGERS.**
3. I fully understand the risks and dangers associated with my participation in the boat tours, back country hiking, fishing, eco tourism and all related activities and **ACCEPT SAME ENTIRELY AT MY OWN RISK.**
4. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against **Black Gold River Tours/852683 AB. Ltd.** and Employees of **Black Gold River Tours/852683 AB. Ltd.** and **RELEASE Black Gold River Tours/852683 AB. Ltd.** and Employees of **Black Gold River Tours/852683 AB. Ltd.** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me as a result of my participation in this boat tours, back country hiking, fishing, eco tourism and all related activities, **DUE TO ANY CAUSE WHATSOEVER** including, without limitation, negligence on the part of **Black Gold River Tours/852683 AB. Ltd.** and Employees of **Black Gold River Tours/852683 AB. Ltd.**. I further **AGREE TO INDEMNIFY Black Gold River Tours/852683 AB. Ltd.** and Employees of **Black Gold River Tours/852683 AB. Ltd.** for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate This Agreement applies whether **Black Gold River Tours/852683 AB. Ltd.** is at fault or not and it limits the liability of Employees of **Black Gold River Tours/852683 AB. Ltd.** to the same extent as it limits the liability of **Black Gold River Tours/852683 AB. Ltd.** even though Employees of **Black Gold River Tours/852683 AB. Ltd.** are not formal parties to This Agreement. I understand that **Black Gold River Tours/852683 AB. Ltd.** in securing execution of This Agreement by myself, is acting as agent or trustee on behalf of or for the benefit of Employees of **Black Gold River Tours/852683 AB. Ltd.**, who shall to this extent be or be deemed to be parties of This Agreement.
6. I hereby allow **Black Gold River Tours/852683 AB. Ltd.** to use any or all of the tour photographs taken during the tour to be used in any of their marketing or promotional activities.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE Black Gold River Tours/852683 AB. Ltd. OR EMPLOYEES of Black Gold River Tours/852683 AB. Ltd. AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

PARTICIPANTS NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PHONE#: \_\_\_\_\_

SIGNATURE OF PARTICIPANT/PARENT/GUARDIAN: \_\_\_\_\_

DATE: \_\_\_\_\_ WITNESS: \_\_\_\_\_