

EXPRESS WAIVER, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY AND SIGN BELOW TO INDICATE YOUR ACCEPTANCE OF ITS TERMS

As a customer of Sacramento River Tours LLC ("Sacramento") desiring to participate in its vessel recreation activities, which includes riding aboard high speed vessels owned and operated by Sacramento ("Vessels") in and about the waters of the Sacramento River, Feather River, and other rivers and deltas of Northern California extending from the San Francisco Bay ("Vessel Activities"), I understand and acknowledge that there are inherent risks, dangers and hazards associated with the Vessel Activities that I am about to embark upon. I further understand and acknowledge that **these risks could result in personal injury and/or death, as well as damage or loss to personal property**, and that no amount of care, caution, instruction or expertise can eliminate all of these risks. **These risks include but are not limited to:** drowning, choking, water ingestion, hypothermia, broken bones, brain trauma, and neurologic injuries; frequently changing wind and water conditions; frequent acceleration, slow-down, and changes of direction; pitching and rolling of vessels; abrupt changes in g-forces; spins, splashes, bumps, jolts, and high speeds that may occur without warning; negligent operation and maintenance of vessels; impact with wakes; broken vessel equipment; wet and/or slippery surfaces, decks, ladders, stairs, steps and/or railings; uneven surfaces encountered while boarding and/or exiting vessels ashore or on the water; and vessel traffic that can cause collisions, wakes, and bodily contact with harmful and/or moving objects. I understand that Sacramento cannot guarantee my or my children's safety and that a fast and active ride in a dynamic environment is not suitable for everyone. ___ INITIAL

Acknowledging that the Vessel Activities carry these risks, I understand that I am endeavoring upon them at my own sole risk for the speed, excitement, fun, and thrills that they offer, knowing that the Vessel Activities are necessarily more jarring and potentially dangerous than other, slower boating activities. I also understand the need for me to comply with all crew member and Sacramento staff safety instructions given before and during the Vessel Activities, and to remain alert at all times while participating in the Vessel Activities to minimize the risk of injury to myself and others. I understand the need to always use one hand to hold on to the Vessel while boarding and/or moving about the Vessel, and to stay seated whenever instructed and/or the Vessel is in motion. I understand that persons with pre-existing medical conditions, such as heart problems, ear problems, equilibrium problems, orthopaedic problems (e.g., back, neck, knee), recent surgery, pregnancy, auto-immune diseases, compromised immune systems, etc. should consult their physician before engaging in these Vessel Activities. Accordingly, I certify that I am fully capable of participating in these Vessel Activities and that I do not have a pre-existing condition or pregnancy that may be adversely affected by my participation. ___ INITIAL

HAVING READ AND UNDERSTOOD THE ABOVE, AND IN CONSIDERATION OF MY BEING ALLOWED TO PARTICIPATE IN THESE VESSEL ACTIVITIES, I, ON BEHALF OF MYSELF, MY SPOUSE, CHILDREN, HEIRS AND EXECUTORS, HEREBY **RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE** THE VESSEL(S), ITS OWNERS, OPERATORS, AND CREW, INCLUDING BUT NOT LIMITED TO SACRAMENTO, ITS CORPORATE AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND EACH OF THEM ("RELEASEES") FOR ANY AND ALL LOSSES, DAMAGES, LIABILITIES, EXPENSES, COSTS, DEMANDS AND CLAIMS ARISING FROM ANY BODILY OR PERSONAL INJURY, PROPERTY DAMAGE, AND/OR DEATH WHICH MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE VESSEL ACTIVITIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASEES. ___ INITIAL

I agree that this Agreement shall be governed and construed pursuant to the federal maritime law of the United States without regard to its conflict of laws principles. I further agree that any and all claims against the Releasees arising out of or related to this Agreement and/or the Vessel Activities shall be brought in the Federal District Court for the Eastern District of California to the exclusion of all other courts, and that I submit to the Eastern District Court's personal jurisdiction. ___ INITIAL

I agree that if one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its remaining terms. ___ INITIAL

