



PARTICIPANT 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 Public Utility District No.1 of Snohomish County 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 Sultan River Whitewater Recreation activity and other associated activities such as walking or hiking in the area (hereinafter known as "ACTIVITY"). Public Utility District No. 1 of Snohomish County, Washington (the "District") 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 in which I am about to participate, is 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 man-made or natural hazards; and difficulty or improbability of rescue. I understand that the Sultan River has limited previous use for whitewater recreation and that, especially with regard to segments above the Jackson Hydroelectric Project Powerhouse, has not been demonstrated to be suitable for general whitewater recreation. I also understand that the condition of the Sultan River and canyon are constantly changing, and I have not relied on any written description of those conditions. I further understand that there is limited access into the river canyon where the ACTIVITY is to be conducted, that the canyon is remote, narrow and steep, and that I am personally responsible for choosing the method, route and equipment necessary to gain access over the steep and hazardous terrain. I acknowledge that under these circumstances the usual hazards associated with the ACTIVITY may be compounded. I understand that before and during the course of the ACTIVITY there may be significant natural or artificial variations in river flows that could alter the character of the river, and that flows at the levels released and encountered may involve additional risks. I also understand that the flows that are expected to be released are not exact nor can they be measured.

3. I take full responsibility for my own safety and am not relying upon the District, the City of Everett (the "City"), or any other entity or person for my safety or rescue. I have not relied upon estimates of water flow, conditions of the canyon or river, or any other information from the District 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 acknowledge:
 - a. that I am personally 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 in the ACTIVITY;
 - 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 come to engage in this ACTIVITY of my own volition and that I was not invited or requested to participate in the ACTIVITY by the District or by the City; and
 - e. that operational constraints on the District and the Jackson Hydroelectric Project facilities, and river conditions, will preclude any reduction or change in the flows of the Sultan River to assist or facilitate any rescue efforts.
5. I understand and expressly assume all the dangers incident to the ACTIVITY on the Sultan River 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 District, its officers, commissioners, employees, or any other persons or entities that may be involved in facilitating the ACTIVITY; (b) the City, its officers, commissioners, employees, or any other persons or entities that may be involved in facilitating the ACTIVITY; and (b) each and every other participant in the ACTIVITY.
 6. I recognize that neither the District nor the City, their officers, commissioners, employees, agents, successors or assigns are providing any liability, health or other insurance in connection with the ACTIVITY, and I agree to assume all financial responsibility for medical, rescue or other expenses that I may incur. I agree to defend, hold harmless and indemnify the District and the City, their officers, commissioners, employees, agents, successors or assigns for any loss or damage, including attorney's 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 City and the District, their officers, commissioners, employees, agents, successors and assigns against any claims, losses or judgments that may arise from any damage or harm that I may do or cause while participating in this ACTIVITY.
 8. This waiver shall be binding upon me, my heirs, successors, assigns, executors and administrators.
 9. I represent that:
 - a. I am 18 years of age or older;
 - b. I am executing and submitting this release and waiver voluntarily and of my own free will; and
 - c. I have no physical, mental or emotional problems, nor any history thereof, which could impair my ability to participate in the activities of the ACTIVITY or to understand the meaning and intent of this waiver and release document.
 10. If it is necessary to either party to enforce the terms of this Release, the exclusive venue for any such action shall be in Snohomish County, Washington. The substantially prevailing party shall be entitled to receive attorneys' fees.

PARTICIPANT:

DATED this _____ day of _____, _____.

WITNESSED BY: _____

SIGNED: _____ SIGNED: _____

PRINT NAME: _____ PRINT NAME: _____

Email & Phone: _____ Email & Phone: _____