

Reservation # \_\_\_\_\_

Hellgate Jetboat Excursions LLC.  
dba Hellgate Jetboat Excursions

## PARTICIPATION AGREEMENT AND RELEASE

This is a binding contract. Its purposes are to warn you that jet boat activities are potentially dangerous, and to limit liabilities that Hellgate Jetboat Excursions LLC. and all affiliates, including members, managers, officers, agents, employees, insurers, successors, and assigns ("HJE") might otherwise have by providing this activity to you.

### WARNINGS

1. HJE activities are conducted on the water, a dynamic and potentially hazardous environment not controlled by HJE. **THERE ARE RISKS INHERENT IN BOATING, INCLUDING THE RISK OF DROWNING. FURTHER, JET BOATING INVOLVES SPINS, SPLASHES, BUMPS, JOLTS, AND HIGH SPEEDS THAT MAY OCCUR AT ANY TIME WITHOUT ANY FURTHER WARNING TO YOU, CREATING FURTHER RISK OF INJURY. THEREFORE, NOT EVERYONE SHOULD RIDE.** You must decide for yourself and for your children whether a fast and active ride in a dynamic environment is appropriate. HJE cannot and does not guarantee your safety.
2. **WARNING: JET BOATING IS NOT RECOMMENDED FOR PEOPLE WITH PREEXISTING CONDITIONS INCLUDING BUT NOT LIMITED TO WEAKNESS OR MEDICAL CONDITIONS INVOLVING THE NECK, BACK OR HEART.**
3. **WARNING: JET BOATING IS NOT RECOMMENDED IF YOU ARE PREGNANT, FOR INFANTS, OR FOR VERY YOUNG CHILDREN.**

### REPRESENTATIONS BY ME

1. I acknowledge and understand that HJE recommends that any passenger with any weakness or medical condition should consult their physician prior to participating in HJE jet boat activities. If I am pregnant, I should not participate.
2. I acknowledge there are other boating activities that are slower and less jarring than jet boating, but I choose to participate in jet boat activity for the speed, excitement, fun and thrills it offers, knowing that it is necessarily more jarring and could cause injury. I acknowledge and understand that there are risks, hazards, and dangers inherent in jet boating including spinning, splashing, bumping and jolting at high speeds. Knowing these risks, I still wish to participate in HJE's jet boat activity.

Initial: \_\_\_\_\_

3. Whether I choose to release GPJ or to opt out, I state that I am in good physical health and do not have a weakness, condition. or prior injury including to my neck, back or heart, that may be adversely affected by my participation.

Initial: \_\_\_\_\_

4. **I HAVE READ AND UNDERSTAND THIS AGREEMENT.** I acknowledge and understand that unless I opt out and pay the additional opt out fee, I have fully and finally released HJE and **WAIVED** all claims for injury or damage that I may suffer as a result of my participation in HJE's jet boat activity, except claims for reckless or intentional conduct.

Initial: \_\_\_\_\_

4. On behalf of myself, my heirs, executors, administrators, and assigns, in consideration of permitting me to participate in its jet boat activity, I do voluntarily choose to:

## CHECK ONE:

\_\_\_\_\_ **WAIVE, RELEASE and forever DISCHARGE** HJE from all claims, causes of action, suits, debts, demands, injuries, and damages whatsoever arising from or related to my participation in HJE's jet boat activity, including any **NEGLIGENCE** by HJE, but excluding reckless or intentional conduct.

## OR

\_\_\_\_\_ **OPT OUT.** I choose not to waive and release HJE nor to be bound by this agreement. I understand that I must pay an additional fee to compensate HJE for the potential liabilities by my refusal to release. I agree that this is fair both to HJE and to me. I will bring this OPT OUT agreement to the ticket office and pay the additional OPT OUT fee.

- 5. I agree that HJE may use in its publicity, promotions, and advertisements all photographs, videos, films depictions of any kind in which I may appear, without any compensation to me.
- 6. I agree that if any part of this Agreement is void or voidable because contrary to law, the other provisions will remain in full force and effect to achieve, as far as possible, the purposes of this Agreement. I also agree that this Agreement shall be governed by the General Maritime Law and any claims arising out of your ride with HJE will be brought in United States District Court for the District of Oregon.

**THIS IS A BINDING CONTRACT. READ AND UNDERSTAND BEFORE SIGNING.**

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name and time of Excursion: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number: \_\_\_\_\_

**I am also the acting Parent or Guardian to minors in my party as they are listed below:**

1. Name of minor: \_\_\_\_\_ Adult signature: \_\_\_\_\_

2. Name of minor: \_\_\_\_\_ Adult Signature: \_\_\_\_\_

3. Name of minor: \_\_\_\_\_ Adult signature: \_\_\_\_\_

4. Name of minor: \_\_\_\_\_ Adult Signature: \_\_\_\_\_

5. Name of minor: \_\_\_\_\_ Adult signature: \_\_\_\_\_

6. Name of minor: \_\_\_\_\_ Adult Signature: \_\_\_\_\_

7. Name of minor: \_\_\_\_\_ Adult signature: \_\_\_\_\_

8. Name of minor: \_\_\_\_\_ Adult Signature: \_\_\_\_\_