



Please read the following Contract Carefully, sign your acknowledgement and agreement by signing the last page.

Thank you!

Note: Your contract is with Frei Enterprises Inc. which is a registered corporation in the State of Idaho conducting business as “Adventure Sun Valley”. All references below to “Adventure Sun Valley”, “us” “our” or “we” are in reference to Frei Enterprises Inc. exclusively.

“Anticipated” Alternate Launch Site: As you will recall reading in our materials or website, most years, (usually after late July), river or road conditions eventually require Middle Fork visitors to use air transportation to an alternate launch site. In this case, we will help you arrange for a charter flight with a small backcountry air taxi for the flight from Stanley to the appropriate airstrip on the river. This flight will cost approximately \$150 per person, payable to the air taxi provider by check, credit card or cash at the orientation meeting the night before your launch. We are responsible for the significant cost of transporting the gear and guides to the new launch site.

Weather/Conditions/Delay Warning and Disclaimer: Weather and other conditions in remote mountainous regions are inherently unstable and beyond our control. Hence, we cannot offer any guarantees relating to weather, temperature, river conditions or hunting or fishing success during your trip. Please be aware that weather and other events natural or otherwise can delay travel into and out of the river, cause discomfort, interfere with hunting and fishing, and otherwise cause disappointment, none of which are grounds for a refund or cancellation.

Guest Cancellation Policy: Please understand that, because of the limited number of seats we are allowed to sell each summer as per river management regulations, we cannot offer to take the financial loss associated with *guest* cancellations, ***for ANY emergency***. For this reason, in the case of a guest cancellation, **deposits and payments are not refundable for ANY reason**. We strongly suggest you investigate trip insurance. We are happy to transfer your seat to an alternate guest that you provide at no charge. If for ANY reason you cancel your trip **AND IF AND ONLY IF WE** are able to resell your seats at the same price – we will allow you to roll to another trip on the same or another year for a \$250 processing fee per seat (Note: guests would be responsible for the price difference on seats rolled to a higher priced trip in the same or another year).

Frei Enterprises Inc-dba Adventure Sun Valley-is operated under special use permit with Salmon-Challis National Forest.

Frei Enterprises Inc-dba Adventure Sun Valley is an equal opportunity provider.

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Page 1 of 3

Other Entities Disclaimer: We are happy to provide you with names and contact numbers and even occasionally assist you in securing various trip-related goods and services from third parties. But we can in no way be held responsible for any damage, expense or inconvenience incurred as a result of your engagements with these entities, which include but are not limited to charter flight companies, hotels, insurance companies, et al.

Traveler's Insurance: Traveler's insurance is designed to protect consumers against a variety of potential losses associated with travel (e.g., trip cancellation or interruption, medical expenses) and we **strongly recommend** you investigate traveler's insurance. Adventure Sun Valley does not sell insurance, but we have included two such providers in our booking materials for your convenience.

Unanticipated Alternate Launch or Take Out Sites: In the event, natural or unnatural conditions occur such as fires, floods, droughts, landslides, Forest Service management or other factors prevent our traveling on sections of the river, we may be forced to deviate from the planned launch and/or take out points of our trip. We cannot guarantee that we will be able to float all the anticipated sections of the Middle Fork.

Imminent Unexpected Cancellation of Trip / Alternate Rivers: In the unlikely event that the river is unexpectedly and completely "shut down" for any reason natural, or otherwise, prior to a scheduled launch or for any other reason an upcoming trip is threatened, that trip will NOT be altered or cancelled until 24 hours prior to that scheduled launch, to allow opportunity for conditions to improve. We alone are responsible for making that "Go – No Go" decision. Be advised a delay in transportation does not constitute a need for cancellation. If at the 24-hour point we determine that the trip is unable to be conducted on any sections of the Middle Fork of the Salmon during any portion of the scheduled dates, we will transfer the trip to another waterway in Idaho such as the Wild and Scenic Section of the Main Salmon, Hells Canyon, or the Lower Gorge Section of the Main Salmon. If alternate plans are not possible then we will **at that time** declare the trip to be cancelled and transfer all monies paid to us to the same date for the following year with identical reservations. Please note that in this highly unlikely event we cannot take responsibility for any other expense incurred (travel, hotel, etc.) as a result of that cancellation.

We once again **HIGHLY** encourage you to investigate Trip Insurance which may protect you from the risk of such an unlikely event.

Model Release: In partial consideration of allowing me to participate in the rafting adventure, I hereby irrevocably consent to and authorize the use and reproduction by us, or anyone authorized by us, any-and-all photographs which have been taken of me, negative or positive, for any purpose whatsoever, without further compensation to me. All negatives and digital images, together with the prints shall constitute our property, solely and completely.

Liability / Safety Policy: Adventure Sun Valley is a prudent and conservative organization, highly dedicated both to your enjoyment and safety. However, no outdoor activity is without risk and whitewater rafting in a remote wilderness area is no exception. To participate you must be willing to assume this risk. We have developed safety standards that require your cooperation, such as wearing a personal flotation device and helmet while on the river, not jumping or diving from any rock, ledge, or bridge, and refraining from drinking alcohol while on the river (and restricting consumption to moderate amounts at all other times). We recommend that you limit your hiking to established trails and always inform a staff member of your activities and intentions. While these, and other safety standards will decrease the likelihood of loss or injury they will not eliminate that risk totally. Your participation is voluntary. We cannot be expected to enforce your compliance if you choose to disregard them.

Assumption of Risk: I, the undersigned, hereby acknowledge that I fully understand that there are inherent risks in whitewater rafting trips, the transportation to and from the river, as well as the recreational activities (hiking, swimming, camping, etc.) that are associated with this kind of wilderness experience. Rafts, dories, and kayaks can capsize, and I could be swept overboard. I realize that others may attempt to help but that I need to be strong and agile enough to “self-help” and “float-it-out” without further endangering myself or others. I also realize that we will be traveling through an extremely remote area, which could delay any evacuation or medical attention in the event of an accident or illness (floating or hiking to the nearest backcountry airstrip and then flight out via Cessna or helicopter). I understand that I am liable for all such expenses. I know that these risks are impossible to eliminate by even the most prudent and careful planning and conduct on the part of the officers, guides, agents and employees of Adventure Sun Valley. I realize that choosing to participate in these activities entails unavoidable risk of loss of life, personal injury, and loss of or damage to personal property. In consideration of Adventure Sun Valley furnishing services to enable me to participate, I hereby assume all risk of any-and-all damages of whatever type or kind resulting from loss of life or injury to myself, or loss of or damage to property, arising out of my participation in such a wilderness whitewater trip. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Adventure Sun Valley or its agents is a party shall be either in the city of Grangeville Idaho, or the County or State Supreme Court in Idaho County.