



Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

In consideration of the services of Rio Buffalo Outfitter, its officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereafter collectively referred to as "Rio Buffalo"), I, the undersigned, agree as follows.

**CUSTOMER WAIVER, RELEASE OF LIABILITY & ASSUMPTION OF RISK**

I understand and acknowledge that canoeing, kayaking, rafting as well as transportation services offered by Rio Buffalo involve inherent and significant risks, including the risk of serious injury or death. Although Rio Buffalo has taken reasonable steps to provide appropriate equipment, instruction, and information, I understand that these activities are not without danger and that certain risks cannot be eliminated without altering and destroying the unique nature of the activity.

These inherent risks include, but are not limited to:

- Capsizing in calm or moving water
- Immersion in rapids and/or cold water
- Collision with rocks, trees, strainers, submerged debris, riverbanks, wildlife, other vessels, or other participants
- Hypothermia, shock, heart failure, drowning, or other water-related injuries
- Exposure to wilderness, remote, rugged, steep terrain, including poisonous or harmful plants, insects, and animals
- Severe or rapidly changing weather conditions with limited or no access to shelter
- Fluctuating river levels, including high-water and flood conditions
- Limited or delayed access to medical care due to the remote nature of the Buffalo National River
- Illness, virus, disease, plague or infection resulting from contact with other participants, employees or other third parties

I understand that the above list is not complete and that unknown or unanticipated risks may result in injury, illness, property damage, or death.

I voluntarily and knowingly assume all risks, both known and unknown, inherent or otherwise, associated with my participation in these activities. My participation is entirely voluntary, and no one has forced or pressured me to participate. I acknowledge that these activities may require physical exertion, skill, and judgment, and I accept full responsibility for my own actions and decisions. In consideration for being allowed to participate in activities provided by Rio Buffalo, I hereby waive, release, discharge, and hold harmless Rio Buffalo Outfitter, its owners, employees, guides, volunteers, agents, contractors, insurers, and affiliates from any and all claims, demands, causes of action, damages, losses, costs, or expenses, including those arising from the negligence of Rio Buffalo, resulting from or related to my participation in these activities. The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity.

I agree that I will not sue or make any claim against Rio Buffalo for any injury, death, property damage, or loss arising out of my participation in these activities. I agree to indemnify and defend Rio Buffalo against any claims brought by or on behalf of me, my family members, heirs, assigns, or representatives, including claims arising from my own actions or the actions of any minor children in my care.

I acknowledge that naturally occurring disease processes occur in all environments in which this activity will take place. I acknowledge that while Rio Buffalo has taken measures to avoid contact, transmission or contamination of any illness, virus, disease or plague between people (including guests / participants, employees and other third parties) that it is my responsibility to safeguard others and myself.

I certify that I am at least 18 years of age, legally competent to sign this agreement, and physically capable of participating. I accept full responsibility for myself and for any minor children in my care, custody, or control. I have carefully read this Waiver, Release of Liability & Assumption of Risk, fully understand its terms, and understand that I am giving up substantial legal rights. This agreement is binding upon me and my heirs, assigns, personal representatives, and estate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\* Signature of Parent of Guardian, if participant is under 18 years of age \*\*\*\*\*

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

Relationship to Child / Youth: \_\_\_\_\_

**BOAT RESERVATION STATEMENT, CANCELLATION AND DAMAGE POLICY**

I agree to pay for lost or damaged rental equipment. I understand that Rio Buffalo agrees to limit my liability for property damage or loss to the fair market value of the equipment at the time of the loss, or to a reasonable cost of repair to damaged equipment. I understand that Rio Buffalo requires the first day's payment at the time of reservation and any remaining balance will automatically be charged fourteen (14) days prior to the reservation date. All but Ten Dollar (\$10.00 USD) per boat is refundable if a cancellation is made before fourteen (14) days from the reservation date. I understand that there is a Ten Dollar (\$10.00 USD) processing fee for all cancelled vehicle shuttle reservations. I agree to pay a One Hundred and Fifty Dollar (\$150.00 USD) boat recovery fee for all boats that Rio Buffalo staff has to retrieve outside of the designated take out location. I understand the late equipment policy and that there will be a Thirty Dollar (\$30.00 USD) per hour late fee charged for each boat that arrives at the take out point after 7:00PM. I understand that Rio Buffalo will do everything they can to accommodate change of plan requests as well as resolve issues caused by customer vehicle breakdowns, but additional charges will likely be incurred.

**Cancellation.** Rio Buffalo has a fourteen (14) day cancellation policy. A reservation may be cancelled at any time prior to fourteen days before the reservation date. A customer cancellation less than fourteen days before the reservation date will result in no refund. Rio Buffalo reserves the right to cancel any reservation due to high water, flows that are too low to launch in the upper district, or severe weather (any of the foregoing in Rio Buffalo's sole discretion). Rio Buffalo operates rain or shine but a full refund will be issued if the river is in flood stage or high stage and rising. In the unlikely event of a cancellation by Rio Buffalo a refund or raincheck for the full reservation amount will result. All customer cancellations must be made by telephonic communication with Rio Buffalo.

Rio Buffalo reserves the right to cancel any raft reservation if Rio Buffalo deems the river levels too low for a raft or too high for safe floating. In the event of low flows, Rio Buffalo will credit the customer's raft rental fee towards a canoe or kayak rental, if available. If the adequate numbers of canoes or kayaks are not available, Rio Buffalo will issue a full refund of the raft rental amount.

I understand that Rio Buffalo reserves the right to refuse service to any person it judges to be incapable of meeting the rigors of canoeing or other activities facilitated by Rio Buffalo, at its sole discretion, or to any person that is under the influence of alcohol or narcotics or could otherwise be a danger to themselves or others.

I, the vehicle owner/agent or authorized user of vehicle, acknowledge and accept that shuttling includes risks and dangers to the vehicle some of which are as follows: damage from hitting wildlife or livestock, damage from driving on rough roads, flat tires, being hit by falling debris, chips to windshield, collision with other motorists, or loss of control on part of the driver. I grant permission for Rio Buffalo to drive/shuttle my vehicle and understand that there are inherent risks associated with such shuttle services and understand that I must have insurance to cover loss or damage to the vehicle.

VEHICLE #1    Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_  
 Plate #: \_\_\_\_\_ Key Instructions: \_\_\_\_\_

VEHICLE #2    Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_  
 Plate #: \_\_\_\_\_ Key Instructions: \_\_\_\_\_

<p><b>WARNING</b></p> <p><b>“Under Arkansas law, an outfitter is not liable for the injury or death of a participant in a paddlesport activity resulting from the inherent risk of paddlesport activity under the Arkansas Paddlesport Activities Act, located at §27-109-901 et seq. You are assuming the risk of participating in a paddlesport activity.”</b></p>	<p>I certify that prior to undertaking the activity, I will inform all participating members of my group of the full contents of this risk agreement, including but not limited to the inherent risks of participating in a paddlesport activity, especially on the Buffalo National River, as well as the personal responsibilities of each participant, the law as set forth by the Arkansas Paddlesport Activities Act, and that damages to rented equipment can result in additional personal cost.</p>
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I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement will be effective and binding upon me, my heirs, assigns, personal representative, and estate and for all members of my family, including minor children.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\* Signature of Parent of Guardian, if participant is under 18 years of age\*\*\*\*\*

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

Relationship to Child / Youth: \_\_\_\_\_