



BUFFALO RIVER, AR X RIOBUFFALO.COM

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ 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 ACKNOWLEDGMENT OF RISK**

Although Rio Buffalo has taken reasonable steps to provide me with appropriate equipment and information so I can enjoy an activity for which I may not be skilled, Rio Buffalo has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Rio Buffalo does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

- Capsizing in calm or moving water
- Immersion in rapids and / or cold water
- Risk of injury or death due to rocks, trees, strainers, submerged debris, other river obstacles and other boaters
- Hypothermia, shock, or heart failure
- Wilderness and remote or rugged terrain with poisonous or harmful fauna or flora
- Severe weather during periods with no access to immediate shelter
- Fluctuating river levels and the risk of high-water
- Lack of prompt or adequate medical attention due to the Buffalo National River's unique, remote location

I am aware that canoeing, kayaking, rafting, hiking and bicycling entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I acknowledge that the staff of Rio Buffalo has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

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 and am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

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 Number: \_\_\_\_\_

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 full payment at the time of reservation and all but Ten Dollar (\$10.00 USD) per boat is refundable if a cancellation is made before seven (7) 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 seven (7) day cancellation policy. A reservation may be cancelled at any time prior to seven days before the reservation date. A customer cancellation less than seven 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 from Pruitt Landing, 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 closed by the NPS due to flood stage. A cancellation by Rio Buffalo within seven days of the reservation date will result in a raincheck for the full reservation amount. A cancellation by Rio Buffalo prior to the seven-day period will result in a full refund to the customer. 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 stock, 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 Number: \_\_\_\_\_

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