**ATTACHMENT D**

**Big Bend National Park / Rio Grande Wild & Scenic River**

**Visitor Acknowledgment of Risk**

CUA holders are not allowed to request or require visitors to sign a waiver of liability statement, insurance disclaimer, or indemnification agreement. The Service allows the CUA holders providing high-risk commercial services to advise visitors of risks associated with the activity through the use of a visitor acknowledgement of risk form (VAR). The VAR describes the inherent risks of the activities and warns visitors of those risks. CUA holders may use the VAR template on next page or download from the Big Bend CUA website: <https://www.nps.gov/bibe/learn/management/upload/Visitor-Acknowledgment-of-Risk-for-CUA-Holders.docx>

The CUA holder may modify the VAR to provide a description the of authorized service, as specified in the available template. **Operators may not modify the VAR to include language alluding to “waiver of liability.”** If the CUA holder proposes to use an alternate VAR, they should send a copy of the form to the park for approval.

Does your company require clients to sign a Visitor Acknowledgement of Risk form? If yes, please provide a copy with your application packet.

Yes

No

**VISITOR’S ACKNOWLEDGEMENT OF RISKS**

In consideration of the services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as (“\_\_\_\_\_\_\_\_\_\_\_\_\_\_”) I agree as follows:

Although \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_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.

[description of risks]

I am aware that\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_entails 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 than other activities and that I have responsibilities as a participant. I acknowledge that the staff of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 certify that I 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 shall be effective and binding upon myself, 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

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Signature Date