

ADVENTURES IN WHITEWATER, INC.,
P.O. Box 3662
Winter Park, Colorado 80482
Telephone: 1-877-321-RAFT

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.
YOU MUST UNDERSTAND IT BEFORE SIGNING IT.**

PARTICIPANT'S FULL NAME: _____
HOME ADDRESS: _____
HOME TELEPHONE NO: _____

DOES THE PARTICIPANT HAVE ANY MEDICAL CONDITIONS OR ALLERGIES WE SHOULD BE AWARE OF?
CHECK ONE YES NO

IF SO, PLEASE DESCRIBE: _____

I, the above-named person, being over the age of 18 years, or the legal guardian of the above named person who is under the age of 18 years, in consideration of the services of Adventures in Whitewater, Inc., (AIW), which I have agreed to pay at the rates currently charged, hereby acknowledge, agree, promise and covenant with AIW, as follows:

ACKNOWLEDGEMENT OF RISK

Although AIW has taken reasonable steps to provide me with skilled guides and although the equipment provided to me by AIW is appropriate so that I might enjoy an activity at which I may not be skilled, AIW has informed me and I understand that 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 can be the cause of loss or damage to my property, or accidental injury, illness or in extreme cases, permanent trauma or death. AIW 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.

Among these risks are the following: (1) the nature of the activity itself; (2) the acts or omissions, negligent in any degree, of AIW, it's agents and employees; (3) the acts or omissions, negligent in any degree, of other persons or entities; (4) latent or apparent defects or conditions in equipment or property supplied by AIW; (5) weather; (6) use or operation, by myself or others, of equipment supplied by AIW or others; (7) water conditions; (8) contact with plants or animals; (9) my own physical, mental or emotional condition, or my own acts or omissions; (10) conditions of roads, trails, waterways or terrain, and accidents connected with their use; (11) first aid, emergency treatment or other services rendered; (12) consumption of food or drink, (13) behavior, death or disease of animals.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease, or damage to property. I acknowledge that the staff of AIW has fully explained to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risk, I agree, covenant and promise and assume all responsibility or liability and risk for injury, death, illness, disease, or damage to property, arising out of or in any way connected with the participation in this activity to myself. 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 risks. I hereby certify that I am fully capable of participating in this activity. I further agree to be responsible for any equipment belonging to AIW which I lose damage or destroy.

RELEASE

I hereby voluntarily agree to hold harmless, release, defend and indemnify AIW, and Clear Creek County, and their agents, shareholders, officers, directors, and employees, and all other persons or entities (hereinafter "the Released Parties" from any and all liability, claims, demands, actions or rights of action, loss, damages, injury to persons or property, which are related to, arising out of or in any way connected with my participation in this activity, including specifically but not limited to the negligence or breach of warranty express or implied of the Released Parties and all other persons or entities, including reasonable attorney's fees and costs incurred.

I further agree, promise and covenant to hold harmless and indemnify the Released Parties, for any injury to person or property, death, illness, disease or damage, expenses and costs including reasonable attorney's fees. I further agree, promise and covenant to waive any and all rights, claims, causes of action or rights to a certain claim which I may have or acquire against the Released Parties. I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against the Released Parties, for any injury, death, illness or disease, or damage to my property, arising out of or in any way connected with my participation in this activity.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against the Released Parties including specifically, claims of negligence or breach of warranty expressed or implied.

In consideration for allowing Participant to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF GRAND COUNTY, COLORADO** or in **the FEDERAL COURT FOR THE STATE OF COLORADO.**

RIGHT TO REFUSE SERVICES

AIW reserves the right to refuse service to any person for any reason which is not prohibited by law including, but not limited to, the participant's failure or refusal to comply with any instructions, requirements, rules, regulations, and directions, imposed by AIW, its agents and employees, and/or the BLM.

AUTHORITY TO BIND MINORS

If the above named person is a minor or otherwise incapacitated I, the undersigned, represent and warrant to AIW that I am the parent or legal guardian of the above named person and that I am authorized to sign this document on behalf of the person. I consent to the person's participation in these activities with knowledge of and in spite of the risks. I affirm that I have read and understand this document and I agree that the person shall be bound by all of the terms of this agreement, both now and after the person's age of majority or end of any incapacitating condition. I hold harmless and indemnify AIW, its agents and employees for any claims, damages, actions, causes of actions, including reasonable attorney's fees and costs, incurred as a result of my misrepresentation or breach of warranty under this provision.

NO GUARANTEES; ENTIRE AGREEMENT

There are no guarantees as to weather and/or water conditions. I understand that this is the entire agreement between me and AIW and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of AIW, or by me. This document shall be enforced to the fullest extent permitted by law. If any portion of this document is deemed enforceable, it shall not affect the enforceability of the remaining provisions.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY ITS TERMS.

SIGNATURE: _____ DATE: _____
(Participant, or parent or legal guardian of a Participant)

PRINT FULL NAME OF PARENT OR GUARDIAN: _____

ADDRESS OF PARENT OR GUARDIAN: _____
(If different than Participant's) _____