

RIVER RUNNERS of Nathrop, LLC

(Referred to herein as River Runners)

RAFTING WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. ACKNOWLEDGMENT OF RISKS.

By signing this document, I acknowledge that participation in a whitewater river trip (referred to herein as activity) has risks including, but not limited to: choice of rafting course, negligence of rafting guides, rapids, cold water, cold water immersion, the possibility of the boat flipping, one or more passengers otherwise being washed or knocked from the raft into the river, possibility of impact with equipment, rocks, other people, or man-made obstacles, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, swimming, overturning, improper use of equipment, jumping off rocks, carrying rafts and other equipment, entrapment of feet or other body parts under rocks or other objects, equipment failure, driving to and from the activity site, and off-river risks including rough trails, poisonous plants and animals, and exposure to sun, heat, weather including, cold, rain, and snow and the possibility of mental distress from exposure to any one or more of the above listed risks and others. I acknowledge that guides have difficult jobs to perform and are limited by the information given by participants, the weather, water, and obstacles, and must make decisions which I accept, as to the course and scope of the activity. I acknowledge that weather, elements, water and terrain are difficult to judge, and equipment might malfunction. I acknowledge that River Runners recommends the use of a wetsuit for all river trips.

I AM AWARE THAT I WILL BE PARTICIPATING IN AN ACTIVITY WITH RISKS OF SERIOUS INJURY AND/OR DEATH, AND AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, LOSS OF ANY KIND, OR DEATH.

_____(Initials)

2. RELEASE. In consideration of being permitted to participate in this activity conducted by River Runners, I, for myself, my spouse, legal representatives, heirs, and assigns, hereby release, waive and discharge River Runners, its officers, members, employees, directors, shareholders, and the City of Cañon City referred to as Releasees, from all liability to me, my spouse, legal representatives, heirs and assigns, for any and all loss or damage, and any claim or damages resulting there from, on account of injury to my person or property, even injury resulting in my death, whether caused by the negligence of Releasees, or otherwise, while I am participating in the trip, its transportation, and conducting business on the business premises of Releasees. I further release all officials, professional personnel and Releasees described above from any claim whatsoever on account of first aid treatment or service rendered me during my participation in the activity.

The undersigned hereby irrevocably and unconditionally release, forever discharge and agree not to sue or bring any other legal action against the released parties with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the undersigned, or any of them, have or which could be asserted on behalf of the undersigned in connection with the participants participation in the activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

I HEREBY PERSONALLY ASSUME RISKS OF ANY NATURE FOR ANY INJURY, DEATH, OR ANY OTHER DAMAGES TO ME, MY PROPERTY, OR THE PROPERTY OF OTHERS WHICH I MAY IN ANY WAY, WHETHER FORESEEABLE OR NOT, KNOWN OR UNKNOWN, ARISE OUT OF MY VOLUNTARY PARTICIPATION IN THIS ACTIVITY, EVEN IF ARISING FROM THE NEGLIGENCE OR LEGAL LIABILITY OF RELEASEES.

_____(Initials)

3. MEDICAL DISCLOSURE AND CARE.

Please describe any medical conditions that you may have that would affect your ability to participate in this activity including your ability to swim in cold water, hike, climb, lift moderately heavy objects, paddle, assist in rescue situations, and all medical conditions that may necessitate emergency care, or effect the rendering of first aid such as infectious diseases, bee sting allergies, diabetes, heart condition, etc.:

Undersigned authorize the released parties and/or their authorized personnel to call for medical care for participant or to transport participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

I HEREBY STATE THAT I AM IN GOOD PHYSICAL AND MENTAL HEALTH AND AM ABLE TO WITHSTAND THE PHYSICAL AND MENTAL STRESSES INHERENT IN THE ACTIVITIES CONTEMPLATED BY THIS WAIVER AND RELEASE.

_____(Initials)

- 1. River Runners or anyone authorized by River Runners has permission to use my photograph taken during the trip in promotional materials.
- 2. Should Releasees be required to incur any attorney’s fees and costs to enforce this release, I agree to indemnify and hold them harmless for all such fees and costs.
- 3. You agree to indemnify Releasees for any incurred loss, liability, damage or cost caused by you or your participation in this trip.
- 4. Any dispute involving these matters shall be governed by the laws of Colorado with venue in Chaffee County, Colorado.
- 5. I acknowledge that this is a legally binding contract. If a court should decide that any clause or other portion of this contract is illegal or unenforceable, I agree that such a determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.
- 6. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing and know and understand the contents and sign as my own free act.

NOTE: The signature of a parent/guardian is required for all participants under 18 years old.

NAME:

ADDRESS: AGE:

CITY: STATE: ZIP CODE:

EMAIL ADDRESS:

EMERGENCY CONTACT:

RELATIONSHIP: PHONE:

SIGNATURE DATE:

Parent or Guardian Waiver for Minors (Under 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, executing this Release and Waiver on behalf of the minor(s) in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Date:

Signature of Parent and/or Guardian

Minor’s Names & Ages: