

BROWNS CANYON RAFTING

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. **Definitions.** The person who is participating in rafting or other Activity shall be referred to as "Participant." "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean Browns Canyon Rafting, Adrenaline Rush Ltd, Mountain River llc and any of their respective successors in interest, affiliated organizations and companies, parent and sister companies, insurance carriers, agents, contractors and subcontractors, employees, representatives, assignees, officers, directors, members, owners and shareholders including: Clear Creek County, CO, the city of Idaho Springs, CO, Chaffee County, CO, the city of Buena Vista, CO, and Jefferson County, CO. The "Activity" means taking part in rafting, boating, paddling, kayaking, horseback riding, ziplining, ATV's, fishing, swimming, wading, hiking, climbing on rocks and slopes, portaging and traveling to and from Activity site(s), activities on or the use of facilities and premises of Released Parties, and the use of Released Parties' equipment, and all other activities related to or ancillary to these activities.

2. **Risks of Activity.** Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND DEATH TO PARTICIPANT AND OTHERS. Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: physical, mental and emotional injury, death, drowning, cardiac arrest, being thrown from boat or raft, boat or raft capsizing, becoming entrapped in rocks causing drowning or other injury, hypothermia, cold water immersion, reaction to cold water, difficulty in rescue and injuries caused by poor decisions or mistakes made by others including guides and other participants, improper training or instruction, choice of difficulty of rapids, errors in food storage or preparations, encountering dangerous wildlife or insects, flora and fauna, hidden underwater obstacles, trees or above water obstacles, coming into contact with equipment, slippery terrain and falling, changing and unpredictable currents, holes, exposure, improper use of or lack of equipment, jumping or falling off rocks, carrying rafts and other equipment, dehydration, heat exhaustion, sunburn, extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of or inaccessible medical attention or equipment, defective equipment, misuse of equipment, choice of course or Activity, negligence or poor decisions of guides, changing weather or water conditions, Participant's poor health or physical condition, known or latent health conditions (including cardiac conditions), mental distress or panic from exposure to any one of the above, misunderstanding or underestimation of risks and abilities, accidents at Release Parties' premises and facilities, accidents during transportation to and from Activities, and infections, exposure to viruses or bacteria, and other illnesses. **UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.**

3. **Release, Indemnification, and Assumption of Risk.** In consideration of the Participant being permitted to participate in the Activity, Undersigned agree as follows:

(a) **Release.** **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 Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Participant's participation in the Activity, including, but not limited to, claims of negligence, negligence *per se*, negligent misrepresentation, other tort claims, premises liability, products liability, breach of warranty, breach of fiduciary duty, breach of local, state and federal laws, breach of contract and wrongful death.

(b) **Indemnification.** Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, costs, property loss, medical bills, loss of income, costs, attorney's fees, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands (including Undersigned's claims and third party claims), including legal fees and costs whether or not in litigation, arising out of or related to Participant's participation in the Activity. Such obligation on the part of Undersigned shall survive the period of Participant's participation in the Activity.

(c) **Assumption of Risk.** Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that **INJURIES AND/OR DEATH** may result from participating in the Activity, including, but not limited to, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Undersigned acknowledge that participation in the Activity is voluntary and that Undersigned can choose not to participate in the Activity. Undersigned also

