

# ARKANSAS VALLEY ADVENTURES/BRECKENRIDGE WHITEWATER

## RECREATIONAL ACTIVITY RISK WARNING, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT & ASSUMPTION OF RISK

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

**1. Definitions.** "Recreational Activity" includes but is not limited to taking part in rafting, rock climbing, zip lining, camping, lodging, swimming, wading, hiking, portaging, climbing on rocks and slopes, travel to and from Activity site for the purpose of recreation, amusement and fun. The person who is participating in the Recreational Activity shall be referred to as "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; participant also includes all past, present or future trustees, heirs, devisees, legatees, beneficiaries, guardians, representatives, successors, conservators, receivers, transferees, and assigns. The "Released Parties" are Arkansas Valley Adventures, LLC; Outlaw Rafting, LLC; Breckenridge Whitewater, LLC; Duke, LLC or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, attorneys, members, and shareholders—including Clear Creek County, CO, the City of Idaho Springs, CO and Jefferson County, CO.

**2. Risks of Recreational Activity.** The Participant agrees and understands that taking part in these Recreational Activities can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Participant acknowledges that the Recreational Activities are inherently dangerous and Participant fully realizes the dangers of participating in these Recreational Activities. The risks and dangers of the Recreational activities include, but are not limited to: negligence of rafting, climbing or zip lining guides, negligence of other Participants, extreme weather conditions, changing weather conditions, snow, rain, sleet, hail, wind, lightning, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, high speed impact with rocks, trees and other natural obstacles, changing and unpredictable currents, drowning, exposure, swimming, overturning, jumping off rocks, jumping off rocks into rivers, improper use of equipment, equipment failure, defective equipment, carrying rafts and other equipment, entrapment of feet or other body parts under rocks or other objects, changing trail conditions, dehydration, sunburn, driving to and from the Activity site, choices of Released Parties including choice of rafting course, rock climbing site, zip lining site, campsite, overnight lodging site, and mental distress from exposure to any risk listed above. THE PARTICIPANT ACKNOWLEDGES AND UNDERSTANDS THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THESE RECREATIONAL ACTIVITIES 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, the Participant agrees as follows:

(a) Release. The Participant hereby irrevocably and unconditionally releases, forever discharges, and agrees not to sue or bring any 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 Participant, or any of them, have or which could be asserted on behalf of the Participant in connection with the Participant's involvement in the Recreational Activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. The Participant hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damages of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's involvement in the Recreational Activities. Such obligation on the part of the Participant shall survive the period of the Participant's involvement in the Recreational Activities.

(c) Assumption of Risk. The Participant agrees and understands that there are dangers and risks associated with involvement in the Recreational Activities, including, but not limited to the negligence of the Released Parties, negligence of other guests and additional risks outlined in paragraph 2, above. The Participant agrees and understands that INJURIES AND/OR DEATH may result from involvement in the Recreational Activities. By signing this document, the Participant recognizes that property loss, injury and death are all possible while participating in the Recreational Activities. Recognizing the risks and dangers, the Participant understands the nature of the Recreational Activities and voluntarily chooses to participate in and expressly assumes all risks and dangers of involvement in the Recreational Activities, whether or not described above, known or unknown, inherent, or otherwise.

**4. Minor Acknowledgment.** In the case of a minor Participant, the Participant’s parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Participant’s parent or legal guardian agree that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing below without a parent or legal guardian’s signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent, under penalty of fraud, that they are a legal parent or guardian of the minor Participant.

**5. Medical Care.** Participant authorizes 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. Participant agrees to pay all costs associated with such medical care and related transportation.

**6. Miscellaneous.** Participant further agrees and understands: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Chaffee County, Colorado or the Federal District Court For the District of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Participant understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Participant that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Participant.

**7. Photo Release.** Participant consents and authorizes Arkansas Valley Adventures, its affiliated enterprises, contractors and employees, to use Participant testimonials, photograph and/or videotape of the Participant for use in any and all advertising materials including television, printed marketing material, Internet sites, exhibits or promotions.

**Does Participant suffer from any medical or health condition that may require emergency care during the Recreational Activity? \_\_\_NO\_\_\_YES (If yes, please describe):**

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**I CAREFULLY READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I AM ENTERING INTO THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS OUTLINED HEREIN BECAUSE I WANT TO PARTICIPATE IN THE RECREATIONAL ACTIVITY.**

**SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**Participant Name: \_\_\_\_\_ Age: \_\_\_\_\_**

**Parent/Legal Guardian (if participant is under 18): \_\_\_\_\_**

**Relationship: \_\_\_\_\_**

**Phone: \_\_\_\_\_**

**Email: \_\_\_\_\_ Mailing Address: \_\_\_\_\_**

**Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_**