

GOOD TIMES RAFTING and HIGHSIDE ADVENTURE TOURS Inc.

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

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

1. The person who is participating in white water rafting with Highside Adventure Tours, Inc. and/or Rocky Mountain Rafting, Inc. d/b/a Good Times Rafting shall be referred to hereinafter as "Participant". The "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. The Undersigned agree and understand that participating in white water rafting, swimming, wading, hiking, climbing on rocks and slopes, camping, portaging and traveling to and from the activity site (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned agree and understand that there are dangers and risks associated with participating in the Activity and that **INJURIES AND/OR DEATH** may result from engaging in the Activity. The Undersigned agree and understand that **risks include, but are not limited to, the following:**

Choice of Rafting course, negligence of Rafting Guides, changing weather conditions, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, swimming, overturning, man-made and or natural terrain, 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, dehydration, sunburn, driving to and from the ACTIVITY site, the condition of the Participant, dehydration, high elevation and mental distress from exposure to any one of the above.

3. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. THE UNDERSIGNED recognizes that helmets, PFD and wetsuits are recommended and may be required. The Undersigned, understand that these items (helmet, wetsuit, PFD) are in no way a guarantee of safety from any bodily injury or death.

5. Additionally, in consideration for allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREES TO ASSUME ALL RISKS OF THE ACTIVITY AND FURTHER, NOT TO SUE** Highside Adventure Tours, Inc. and/or Rocky Mountain Rafting Inc. d/b/a Good Times Rafting, the city of Idaho Springs, Clear Creek County Lands and Canon City, their affiliated organizations and companies, the United States, and their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

6. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

7. Please note any medical or other health condition that may require emergency care during this activity on the line below.

*Yes _____ (If yes, please describe condition below) (*Leaving the line blank indicates "none")

If left blank, the UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the

PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating therefrom.

8. 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 FREMONT COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

9. In the case of a minor Participant, the Undersigned 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 Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

10. By signing this Agreement 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 that they are a **legal** parent or guardian of the minor Participant.

11. The Undersigned understand and acknowledge 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 Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

_____	_____	_____
Trip Name	Trip Time	Trip Date
_____	_____	_____
Printed Name of PARTICIPANT	Signature of PARTICIPANT	Date
_____	_____	_____
Printed Name of Parent/Guardian #1	Signature of Parent/Guardian #1	Date
_____	_____	_____
Printed Name of Parent/Guardian #2	Signature of Parent/Guardian #2	Date

Emergency Contact: _____
NAME/RELATION TELEPHONE

ADDRESS OF PARTICIPANT: _____

CITY STATE ZIP

PHONE # OF PARTICIPANT DATE OF BIRTH OF PARTICIPANT

_____ I do not wish to BE CONTACTED by Highside Adventure Tours/Good Times Rafting or its affiliates in the future.