

WHITE WATER RAFTING ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

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

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 participation in white water rafting (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agrees and understands that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agrees and understands that risks include, but are not limited to: changing weather conditions, water conditions, hidden underwater obstacles, changing and unpredictable currents, drowning, exposure, overturning, transportation to and from the river, carrying rafts and other equipment, the condition of the PARTICIPANT, dehydration, and high elevation [if applicable]. **RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby agrees to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, THE UNDERSIGNED agrees to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** Highside Adventure Tours, Inc., 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 all their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, **including those injuries and damages caused by any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.** By execution of this release, THE UNDERSIGNED **AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a third party arising from the PARTICIPANT's participation in the ACTIVITY.

THE UNDERSIGNED recognizes that helmets are recommended and may be required. If required the PARTICIPANT agrees to wear a helmet at all times while participating in the ACTIVITY.

THE UNDERSIGNED represents that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorizes 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 agrees that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall have no further responsibility for PARTICIPANT. Further, THE UNDERSIGNED **agrees to pay all costs** associated with such medical care and related transportation provided for PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY for any costs incurred therein, or any claims originating therefrom.

In consideration for allowing PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED **AGREES** 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 in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

THE UNDERSIGNED hereby grant permission to Highside Adventure Tours, Inc., Rocky Mountain Rafting, Inc. d/b/a Good Times Rafting, and their designated photographers, associates (Grand Timber Lodge) and agents to use any photographs, video data taken off/from the PARTICIPANT during this activity in any way they deem appropriate.

If applicable, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of a minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor PARTICIPANT otherwise may have.

By signing this agreement without a parent or guardian's signature, the PARTICIPANT represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release 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 LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

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

Emergency Contact: _____ () _____
NAME/RELATION TELEPHONE

ADDRESS OF PARTICIPANT - _____

CITY _____ STATE _____ ZIP _____

_____ I DO NOT WISH TO BE CONTACTED BY HIGHSIDE ADVENTURE TOURS/GOODTIMES RAFTING OR ITS AFFILIATES IN THE FUTURE

PHONE # OF PARTICIPANT _____ - _____ - _____ DATE OF BIRTH OF PARTICIPANT _____ / _____ / _____

DOES THE PARTICIPANT SUFFER FROM ANY MEDICAL OR HEALTH CONDITION THAT MAY REQUIRE EMERGENCY CARE DURING THIS ACTIVITY? (PLEASE INITIAL BELOW)

YES _____ NO _____ (IF YES, PLEASE DESCRIBE CONDITION BELOW)