

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney. You are giving up specific legal rights by signing this contract.

Colorado River Center, Inc. (CO River Center) has done everything possible to assure that our guests experience a rewarding experience when renting equipment. We wish to inform our guests that kayaking, inflatable kayaking, swimming, and/or tubing (paddlesports) are not risk free. The same elements that contribute to the unique character and fun of these paddlesports such as the physical exertion or the risk can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks. We ask that you read this, sign it, and return it to our office.

EXPRESS ASSUMPTION OF THE RISK

There are risks that accompany all aspects of life as well as paddlesports. Some of these risks are inherent to the activity; some are changed, increased or decreased due to the activities of CO RIVER CENTER. You must you to understand and accept all of the risks of the activity, inherent and others. By understanding these risks, you will have a better trip and enjoy your trip.

- (1) There are numerous rapids to be encountered on the trip. Passengers can be jolted, jarred, bounced, thrown about, and otherwise shaken during rides through some of these rapids. It is possible that passengers could be injured if they come in contact with food boxes, other storage containers, other passengers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft.
- (2) Boats may turn over in the rapids, which may result in any or all of the following events: (a) prolonged exposure to cold water leading to hypothermia and to impaired health or death; (b) injuries sustained from the raft and its supplies and/or equipment during the turn over or after the passenger is in the water, or from items floating in the river or in the river bed, such as floating debris or rocks; (c) death by drowning;
- (3) Participants can be "washed" overboard in the rapids, which can result in any of the above events occurring:
- (4) Accidents can occur during off-river excursions: (a) trails are often steep, rocky, and/or slippery; (b) some hikes involve crossing streams, where footing can be awkward; (c) participants can slip or fall during a hike, resulting in injury or death; (d) poisonous or dangerous plants, insects, or animals can be encountered, with detrimental effects to some participants, such as illness, shock, or death.
- (5) Accidents can occur getting on and off the boat: (a) boats are sometimes slippery when wet. You might slip and fall, in which case you might damage or lose equipment you are carrying (such as cameras, glasses, a canteen or day pack), or you might injure yourself by falling against some object in or on the boat, or on the shore. (b) boats get hot in the sun, you might burn yourself when you climb aboard or sit on the side of the boat. (c) boats may drift a distance from the shoreline when you are trying to climb on or off, you might fall in the river, or drop equipment in the river. (d) You could injure your back, over-stress your heart, or otherwise injure yourself in doing so. (e) Sometimes the current is swift, and the rope could pull through your hands causing "rope burns" or abrasions. (f) You might trip over rocks, stumps or other debris on shore while trying to hold the boat or tie it to a suitable object on shore.
- (6) Trails are often steep, rocky, and slippery. Hikes involve crossing streams, where footing can be awkward. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, outdoor, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while boating. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

PLEASE READ OTHER SIDE

I certify that my family, including minor children and myself are fully capable of renting this equipment. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of CO RIVER CENTER. I hereby expressly consent and assume all risks of the activity for myself and my family. I also understand that CO RIVER CENTER reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in paddlesports.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

I agree to indemnify and hold harmless CO RIVER CENTER their agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from my families or my participation in these activities. I further agree to release, acquit, and covenant not to sue CO RIVER CENTER, their agents, and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of CO RIVER CENTER, negligence of another participant, or my family, myself, or my heirs, against CO RIVER CENTER arising out of participation in this program. This release covers any negligence including negligent acts that may have predated the signing of the release and this release shall continue in force and effect after the activity has ended. In short, I cannot sue CO RIVER CENTER or anyone else for any reason if I or my family or minor child may receive an injury and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Eagle County Colorado and governed by Colorado law. The terms of this agreement shall continue and be in effect after the paddlesport trip has ended. All changes or alterations to this document must be in writing and approved by both parties. No changes to the face of this document are valid. Any copy electronic or otherwise is as good as the original. As liquidated damages, I hereby agree that if CO RIVER CENTER is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue, by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay CO RIVER CENTER's costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release.

I have adequate health, disability, and life insurance for my family and myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this _____ day of _____ 2008.

No one in my family or I have any medical condition that would prevent our participation in this activity except: _____.

I understand that pursuant to Colorado Revised Statutes § 13-22-107, this release is effective in preventing claims or litigation for injuries my child may receive.

I Have Read and Understood this Agreement. I Am Voluntarily Signing this Agreement. I understand I am giving up certain legal rights.

PARENT SIGNATURE

PRINTED NAME

FIRST PARTICIPANT SIGNATURE

SECOND PARTICIPANT SIGNATURE

THIRD PARTICIPANT SIGNATURE

FOURTH PARTICIPANT SIGNATURE