

# ROCK GARDENS RAFTING, INC. / ADULT 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.**

"PARTICIPANT" means the undersigned adult, being at least 18 years old, signing on behalf of himself/herself. The undersigned agrees and understands that white water rafting (herein the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

PARTICIPANT 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. PARTICIPANT agrees and understands that risks include, but are not limited to: water conditions, changing and unpredictable currents, hidden underwater obstacles, falling while aboard a vessel or on shore, drowning, injury or fatality due to the overturning of a raft or other vessel, collision with a vehicle, boat, rock, log or tree, changing weather conditions, immersion in water and hypothermia, exposure to temperature extremes, illness due to water-borne germs and bacteria, loss of or damage to personal property, water damage due to leaking bags or other containers, transportation to and from the river, the condition of the PARTICIPANT, dehydration, and high elevation. **RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.**

In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, PARTICIPANT hereby agrees to **ASSUME ALL RISKS associated** with his/her participation in the ACTIVITY. Additionally, PARTICIPANT agrees to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Rock Gardens Rafting, Inc., its affiliated organizations and companies, the United States, and their respective insurance carriers, agents, employees, representatives, assignees, officers directors, subsidiaries, 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, **PARTICIPANT AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of the PARTICIPANT and/or a third party arising from the PARTICIPANT's participation in the ACTIVITY.

The PARTICIPANT recognizes that helmets and/or wetsuits may be required and if required, PARTICIPANT agrees to wear a helmet and/or wetsuit at all times during the ACTIVITY.

PARTICIPANT represents that he/she is in good health and there are no special problems associated with his/her care. PARTICIPANT 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. PARTICIPANT agrees that upon his/her transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, PARTICIPANT **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 from any costs incurred therein, or any claims originating therefrom.**

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, PARTICIPANT agrees that **ANY AND ALL CLAIMS** for injury and/or death arising from his/her 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 Rock Gardens Rafting, Inc., their designated photographers, associates and agents to use any photographs or videos taken during the ACTIVITY in any way they deem appropriate.

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 PARTICIPANT.

**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.**

\_\_\_\_\_  
Printed Name of PARTICIPANT

\_\_\_\_\_  
Signature of PARTICIPANT

\_\_\_\_\_  
Date

Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Street City State Zip

Emergency Contact: \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Name/Relation Telephone

Date \_\_\_\_\_

Reservation Name \_\_\_\_\_  
ONE PER PARTY OR HOUSEHOLD

Trip \_\_\_\_\_

**ROCK GARDENS RAFTING, INC. / ADULT WHITE WATER RAFTING ASSUMPTION OF RISK,  
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE ON PAGE ONE, UNDERSTAND ITS CONTENTS,  
AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE. I FURTHER  
AGREE TO ALL FINANCIAL RESPONSIBILITIES LISTED BELOW.

**Name & Signature of additional PARTICIPANTS:**

1.	_____	_____
	Name	Signature
2.	_____	_____
	Name	Signature
3.	_____	_____
	Name	Signature
4.	_____	_____
	Name	Signature
5.	_____	_____
	Name	Signature
6.	_____	_____
	Name	Signature
7.	_____	_____
	Name	Signature
8.	_____	_____
	Name	Signature
9.	_____	_____
	Name	Signature
10.	_____	_____
	Name	Signature
11.	_____	_____
	Name	Signature
12.	_____	_____
	Name	Signature

**OFFICE USE ONLY**

**PAYMENT TYPE** \_\_\_M/C \_\_\_Visa \_\_\_AMX \_\_\_Cash \_\_\_Check \_\_\_Voucher # \_\_\_\_\_ Hotel \_\_\_\_\_

**NUMBER IN PARTY** \_\_\_\_\_ **Adult** @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

\_\_\_\_\_ **Youth** @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Subtotal** = \$ \_\_\_\_\_

**User Fee** = \$ \_\_\_\_\_

\_\_\_\_\_ **Wetsuits** @ \_\_\_\_\_ = \$ \_\_\_\_\_

\_\_\_\_\_ **Booties** @ \_\_\_\_\_ = \$ \_\_\_\_\_

**TOTAL** = \$ \_\_\_\_\_

**HOW DID YOU HEAR ABOUT US?**

\_\_\_ Brochure \_\_\_ Website \_\_\_ Repeat \_\_\_ Friends \_\_\_ Hotel \_\_\_ Newspaper \_\_\_ Magazine \_\_\_ AAA \_\_\_ Yellow Pages  
\_\_\_ Summer Guide \_\_\_ Chamber \_\_\_ Walk-in Other \_\_\_\_\_