

**ROCK GARDENS RAFTING, INC. / MINOR 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.**

“Adult” means the undersigned parent(s) or legal guardian(s), being at least 18 years old, signing on behalf of himself/herself as well as on behalf of the minor child/children named below. “CHILD” means the minor child or children named below. **BY SIGNING THIS AGREEMENT AS AN ADULT, YOU REPRESENT YOU ARE THE LEGAL PARENT(S) OR GUARDIAN(S) OF THE CHILD.** The undersigned agree and understand that white water rafting (hereinafter the “ACTIVITY”) can be **HAZARDOUS and INVOLVES THE RISK OF PHYSICAL INJURY or DEATH.**

ADULT and CHILD further agree and understand 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. ADULT and CHILD agree and understand 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 CHILD, dehydration, and high elevation. **RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO ALLOW THE CHILD TO TAKE PART IN THE ACTIVITY.**

In consideration of allowing the CHILD to participate in the ACTIVITY, ADULT hereby agrees to **ASSUME ALL RISKS** associated with the CHILD’s participation in the ACTIVITY. Additionally, ADULT 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 of ADULT arising from injury or death to persons or damage to property arising from the CHILD’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, **ADULT AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of the ADULT and/or a third party arising from the CHILD’s participation in the ACTIVITY.

ADULT and CHILD recognize that helmets and/or wetsuits may be required and if required, ADULT and CHILD agree that the CHILD will wear a helmet and/or wetsuit at all times during the ACTIVITY.

The ADULT represents that the CHILD is in good health and there are no special problems associated with his/her care. ADULT authorizes any RELEASED PARTY and/or their authorized personnel to call for medical care for the CHILD or to transport the CHILD to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. ADULT agrees that upon the CHILD’s transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the CHILD. Further, **ADULT agrees to pay all costs** associated with such medical care and related transportation provided for the CHILD and **shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating therefrom.**

In consideration for allowing the CHILD to participate in the ACTIVITY, ADULT agrees that **ANY AND ALL CLAIMS** for injury and/or death arising from the CHILD’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 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. The undersigned ADULT acknowledges that he/she is also signing this release on behalf of the CHILD and that the CHILD shall be bound by all the terms of this release. This release shall be binding upon the assignees, subrogers, 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.

_____	_____	_____
Printed Name of Child	Signature of CHILD	Date
_____	_____	_____
Printed Name of Child	Signature of CHILD	Date
_____	_____	_____
Printed Name of Child	Signature of CHILD	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	