



**Mountain Waters Rafting
& Adventure Company LLC**
303 West College Drive
Durango, CO 81301
970-259-4191

**Rafting Warning
Assumption of Risk
Release of Liability
Indemnification Agreement**

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

1. Definitions. The person who is participating in rafting shall be referred to hereinafter as **Participant**. The **Undersigned** means only the Participant when the Participant is age 18 or older OR both the Participant who is a minor and the Participant's parent or court appointed legal guardian when the Participant is under the age of 18. **Released Parties** mean Mountain Waters Rafting & Adventure Company LLC (hereinafter MWR) or any of its respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members and shareholders. The **Activity** means taking part in rafting, swimming, wading, hiking, climbing on rocks and slopes, portaging and traveling to and from the Activity site.

2. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: choice of rafting course, negligence of rafting guides, changing weather conditions, changing water conditions, cold water immersion or hypothermia, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, swimming, overturning, being washed or knocked from the raft into the river, being jolted, jarred or bounced within the raft into other passengers, equipment or rafts, 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 and heat related exhaustion, stroke or cramps, driving to and from the Activity site. Additional risks and dangers associated with the Activity include but are not limited to: camping and hiking which may include steep, rocky, slippery terrain, stream crossings, poisonous or dangerous plants, insects, or animals, exposure to natural elements, use of toilet facilities, eating and being out of doors for extended periods of time. THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Release, Indemnification, and Assumption of Risk. **Release.** The undersigned hereby irrevocably and unconditionally release, forever discharge, and agree not to sue or bring any other legal action against the Released Parties with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including but not limited to claims of negligence, breach of warranty, and/or breach of contract. **Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands including legal fees and expenses whether or not in litigation, arising out of, or related to, Participants Participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity. **Assumption of Risk.** The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that injuries or death may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document the Undersigned recognize that property loss, 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 participation in the Activity, whether or not described above, known or unknown, inherent, or otherwise.

4. Minor Acknowledgment. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is signing on behalf of the minor waiving rights on behalf of the minor and that the minor shall be bound by all terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving 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 would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is 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.

5. Medical or Physical Condition and Medical Care. Undersigned assumes the risk of any medical or physical condition Participant may have. Please list any such physical or medical condition here _____
Undersigned acknowledge that in the event of an injury or accident, rescue and medical treatment may not be immediately available. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

6. Photographic and Video Imagery. Undersigned agrees that MWR and persons authorized by them, may use such imagery of Participant taken during the Activity in promotional materials. Undersigned further agrees that any such imagery taken by the Participant, at the request of MWR, must provide such imagery to MWR

7. Miscellaneous. The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of La Plata County, CO, or the federal court of the State of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that his Agreement is a contract and shall be binding to the fullest extent permitted by law.

**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 LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

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|---------------------------------------|------|---------------------------------------|----------|
| Printed Name of Participant | Age | Phone | |
| Address | City | State | Zip Code |
| Signature of Participant | Date | Email | |
| Signature of Parent/Legal Guardian #1 | Date | Signature of Parent/Legal Guardian #2 | |