

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. Mountain Waters Rafting has done everything possible to assure that our guests have a rewarding experience. We wish to inform our guests that whitewater rafting and kayaking is **not risk free**. The same elements that contribute to the unique character and fun of whitewater rafting such as the physical exertion or the water level 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 some of the possible risks. We ask that you read this, sign it and return it to our office.

ACKNOWLEDGMENT OF RISK

There are numerous rapids to be encountered on the trip. Passengers can be jolted, jarred, bounced, thrown to and from, and otherwise shaken about during rides through some of these rapids. It is possible that passengers could be injured if they came in contact with equipment, storage containers, other passengers or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft or kayak.

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, impaired health or death;
- b) Injuries sustained from the raft or kayak and its supplies and/or equipment during the turnover 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.

Participants can be "washed" overboard in the rapids, which can result in any of the above events occurring.

Accidents can occur during off-river excursions:

- a) Rafts 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) Rafts, canoes and kayaks get hot in the sun. You might burn yourself when you climb aboard or sit on the side of the raft.
- c) Rafts and kayaks 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 may be asked to help push the boat from shore into deeper water, load or unload rafts and/or equipment. You could fall or slip from a vehicle or trailer while loading or unloading equipment. You could injure your back, over-stress your heart, or otherwise injure yourself in doing so.
- e) You may be asked to help with tying the raft when you pull into shore. 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 raft or tie it to a suitable object on shore.

Accidents can occur during travel to and from the activity site. 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. Cold, heat, sunburn, dehydration, heat exhaustion, hypothermia, heat stroke, heat cramps, wind, rain, 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 of their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while whitewater rafting. 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 are not physically able to undertake the activity.

I certify that my family, including minor children and myself are fully capable of participating in a whitewater-rafting program. I state that have read the above statement on some of the possible risks of 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 other participants**, negligence of my family, or negligence of Mountain Waters Rafting Inc. I also understand that Mountain Waters Rafting Inc. reserves the right to refuse any person it judges to be incapable of meeting rigors and requirements of participating in whitewater rafting. My family and I are in good physical condition and are capable of undertaking this activity.

My family and I are **not under the influence of drugs or alcohol** while signing and/ or participating. I understand that the **use of life jackets by all participants is mandatory** at all time on the river.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless Mountain Waters Rafting Inc., their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my family's or my participation in these activities. I further agree to release, acquit and covenant not to sue Mountain Waters Rafting Inc., 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 Mountain Waters Rafting Inc., other participants or my family, myself, or my heirs, against Mountain Waters Rafting Inc. arising out of participation in this program. In short, I cannot sue Mountain Waters Rafting Inc. 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 Durango, Colorado and governed by Colorado law.** The terms of this agreement shall continue and be in effect after the whitewater rafting trip has ended. As liquidated damages, I hereby agree that if Mountain Waters Rafting Inc. is forced to defend any action, lawsuit or litigation by myself, my executors or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Mountain Waters Rafting Inc. costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any paragraph or part of this agreement be declared un-enforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect.

I authorize and release to Mountain Waters Rafting Inc., the use of my image in any photograph or video recording for any purpose of Mountain Waters Rafting Inc.

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

I hereby give permission for transportation to any medical facility or hospital and I authorize any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, (print full name)* _____, 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 * _____ 20____.

* X _____
Signature of Adult Participant, on behalf of his/her self
and on behalf of his/her minor children as follows:

Home Address

* _____

* _____

City * _____ State* _____

Zip * _____

Phone #

* _____

* _____
Name of Child Participant Age

* _____
Child Signature

* _____
Name of Child Participant Age

* _____
Child Signature

* _____
Name of Child Participant Age

* _____
Child Signature

A copy of this release can be used as if it was an original.

() By checking this box, I indicate that my family and I have previous rafting experience.

() A member of our group has a medical condition Mountain Waters Rafting Inc. needs to be aware of.

Medical conditions Mountain Waters Rafting Inc. should be aware of _____

SPECIAL REQUESTS
OR COMMENTS _____

* Required by Colorado State Law in case of an Accident.

Read other side