

Fishermans Bridge Office
24070 County Rd. 301,
Buena Vista, CO 81211

RIVER RUNNERS
ACKNOWLEDGMENT OF RISKS AND RELEASE
Phone: 719-395-2466

Royal Gorge Office
44641 US HWY 50,
Cañon City, CO 81212

TRIP DATE: 07/18/06 NAME: _____ AGE: _____

E-Mail: _____

1. ACKNOWLEDGMENT OF RISKS. By signing this document, I acknowledge that participation in a whitewater river trip (referred to herein as activity) has risks including, but not limited to, rapids, cold water, the possibility of the boat flipping, one or more passengers otherwise being washed or knocked from the raft into the river, possibility of impact with equipment, rocks, other people, or man-made obstacles, and off-river risks including rough trails, poisonous plants and animals, and exposure to sun, heat, weather including, cold, rain, and snow and the possibility of mental distress from exposure to any one or more of the above listed risks and others. I acknowledge that guides have difficult jobs to perform and are limited by the information given by participants. Weather, elements, and terrain are difficult to judge, and equipment might malfunction. I acknowledge that River Runners recommends the use of a wetsuit for all river trips.

I AM AWARE THAT I WILL BE PARTICIPATING IN A HAZARDOUS ACTIVITY, AND AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, LOSS OF ANY KIND, OR DEATH.

_____(Initials)

2. RELEASE. In consideration of being permitted to participate in this activity conducted by River Runners, I, for myself, my spouse, legal representatives, heirs, and assigns, hereby release, waive and discharge River Runners, its officers, members, employees, directors, shareholders, and the City of Cañon City referred to as Releasees, from all liability to me, my spouse, legal representatives, heirs and assigns, for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to my person or property, even injury resulting in my death, whether caused by the negligence of Releasees, or otherwise, while I am participating in the trip, its transportation, and conducting business on the business premises of Releasees. I further release all officials, professional personnel and Releasees described above from any claim whatsoever on account of first aid treatment or service rendered me during my participation in the activity.

I HEREBY PERSONALLY ASSUME RISKS OF ANY NATURE FOR ANY INJURY, DEATH, OR ANY OTHER DAMAGES TO ME, MY PROPERTY, OR THE PROPERTY OF OTHERS WHICH I MAY IN ANY WAY, WHETHER FORESEABLE OR NOT, KNOWN OR UNKNOWN, ARISE OUT OF MY USE OF THE FITNESS CENTER, EVEN IF ARISING FROM THE NEGLIGENCE OR LEGAL LIABILITY OF RELEASEES.

_____(Initials)

3. MEDICAL DISCLOSURE. Please describe any medical conditions that you may have that would effect your ability to participate in this activity including your ability to swim in cold water, hike, climb, lift moderately heavy objects, paddle, assist in rescue situations, and all medical conditions that may necessitate emergency care, or effect the rendering of first aid such as infectious diseases, bee sting allergies, diabetes, heart condition etc.: _____

I HEREBY STATE THAT I AM IN GOOD PHYSICAL AND MENTAL HEALTH AND AM ABLE TO WITHSTAND THE PHYSICAL AND MENTAL STRESSES INHERENT IN THE ACTIVITIES CONTEMPLATED BY THIS WAIVER AND RELEASE.

_____(Initials)

1. River Runners or anyone authorized by River Runners has permission to use my photograph taken during the trip in promotional materials.
2. Should Releasees be required to incur attorney's fees and costs to enforce this release, I agree to indemnify and hold them harmless for all such fees and costs.
3. You agree to indemnify Releasees for any incurred loss, liability, damage or cost caused by you or your participation on this trip.
4. Any dispute involving these matters shall be governed by the laws of Colorado with venue in Chaffee County, Colorado.
5. I acknowledge that this is a legally binding contract. If a court should decide that any clause or other portion of this contract is illegal or unenforceable, I agree that such a determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect
6. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing and know and understand the contents and sign as my own free act. NOTE: The signature of a parent/guardian is required for all participants under 18 years old.

Signature: _____

Print Name: _____

Date: _____

Address: _____

Phone: _____

Emergency Contact: _____

Relationship: _____

Phone Number: _____

Parent or Guardian Waiver for Minors (Under 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, executing this Release and Waiver on behalf of the above minor in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature of Parent and/or Guardian

Minor's Name

Date: _____