

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A CONTRACT CONTAINING AN EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT & WAIVER OF CERTAIN LEGAL RIGHTS.**

1. The person who is participating in a Mountain Whitewater Descents, Inc. program or activity shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older **OR** it means both the Participant and his/her parent or legal guardian when the Participant is under the age of 18. The Undersigned is aware that participation in whitewater rafting, swimming, wading, portaging, and traveling to and from activity sites (hereinafter collectively the "ACTIVITY") are **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH TO PARTICIPANT.**
2. The Undersigned is aware that there are risks associated with participation in the ACTIVITY and that **INJURY AND/OR DEATH** may result. **The Undersigned agree and understand that risks include, but are not limited to:** Drowning; Hidden underwater obstacles; Slippery terrain; Changing & unpredictable currents; Exposure; Overturning; Falling, Being washed or knocked into the river; Collisions or accidents when traveling by vehicle to & from the activity; Carrying equipment; Feet & other body parts becoming entrapped in or under rocks or objects; Contact with wild animals, insects, poisonous reptiles & plants; Equipment failure and/or operator error; Infections; Allergic Reactions; Tripping; Falling; Becoming lost or separated; Falling objects; Forest and/or other fires; Lack of shelter; Adverse weather; the Condition of the Participant; Fatigue, Exhaustion; Dehydration; Heatstroke; Hypothermia; & high elevation/altitude sickness, as well as the possibility of mental distress from exposure to any one or more of the above.
3. The Undersigned acknowledge and understand that the description of the risks listed above is **not** complete and that all activities, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the ACTIVITY. **RECOGNIZING THE RISKS, The UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY, VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**
4. In consideration of allowing Participant to participate in the ACTIVITY, the Undersigned further hereby agree **NOT TO SUE, TO HOLD HARMLESS AND TO RELEASE MOUNTAIN WHITEWATER DESCENTS, INC. ("MWD"), the United States, and each of the irrespective affiliates, insurance carriers, agents, employees, guides, representatives, owners, officers, owners and lessors of premises used, officials, and advertisers (hereinafter all collectively referred to as "RELEASED PARTY") FROM ANY AND ALL LIABILITY and claims for injury or death to persons or damage to property arising from PARTICIPANT's participation in the ACTIVITY, INCLUDING THOSE INJURIES, DEATH AND/OR DAMAGES CAUSED BY MWD's OR ANY OTHER RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.**
5. **The Undersigned further AGREE TO DEFEND & INDEMNIFY** (pay for and/or reimburse) each RELEASED PARTY for and against any and all claims of the Undersigned, Participant and/or by a Third Party arising in whole or in part from the Participant's participation in the ACTIVITY. The Undersigned agree to pay all costs and attorneys' fees incurred by any RELEASED PARTY in defending any claim or suit brought by or on behalf of Participant, Undersigned or a Third Party. The Undersigned also agrees that MWD may take pictures and video, and releases and authorizes the use of such for promotional or commercial purposes.
6. In consideration for allowing Participant to participate in the ACTIVITY, the Undersigned **AGREE** that ANY AND ALL claims for injury and/or death arising from the Participant's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION** of any claim shall be Larimer County District Court, Colorado, or Colorado Federal Court.
7. In the case of a minor Participant, the undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain 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 Participant would not be permitted to participate in the ACTIVITY.
8. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that they are at least 18 years of age. If signing as the parent or legal guardian of a minor Participant, signing adults represent that they are a parent or legal guardian of the minor Participant.
9. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

**I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM VOLUNTARILY RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

\_\_\_\_\_  
Printed Name of PARTICIPANT      Age: \_\_\_\_\_      Signature of PARTICIPANT      Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian: \_\_\_\_\_      Signature of Parent/Legal Guardian      Date

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Address \_\_\_\_\_      City \_\_\_\_\_      State \_\_\_\_\_      Zip Code \_\_\_\_\_      Telephone \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
\_\_\_\_\_  
Printed Name Telephone NAME/RELATION