ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A CONTRACT CONTAINING AN EXPRESS ASSUMPTION OF RISK, RELEASE OF RELIABILITY, 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 the activity sites (hereinafter collectively the "ACTIVITY") are **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND /OR DEATH TO THE 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 water obstacles; Slippery terrain; Changing and 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, or other poisonous reptiles and 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 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 this ACTIVITY. **RECOGNIZING THE RISKS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY, VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSSLY 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 DAMGES 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/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 attorney's fees incurred by any RELEASED PARTY in defending any claim or suit brought by or on half of the Participant, Undersigned, or a Third Party. The Undersigned also agrees that MWD may take pictures or 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 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 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 the minor Participant, the parent or legal guardian understands that he/she is 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 a 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 the law. If any part of this Agreement is deemed unenforceable, the remaining items shall be an enforceable contract between parties.

10. The Undersigned acknowledges and understands that they meet all of the Essential Eligibility Criteria (EEC) set forth by Mountain Whitewater Descents. EEC for Mountain Whitewater Descents is posted in the office and available on the faq & forms page of our website.

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

_____

Address | City | State | Zip Code

_____@_____ (_____)_____

Email Address | Telephone Number

_____ _____

Printed Name of Parent/Legal Guardian (anyone under 18 years old) | Signature of Parent/Legal Guardian | Date

Emergency Contact (anyone under 18 years old) Name: _____Telephone: _____Relation: _____