

WOA! COLORADO RAFTING RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISK.

By signing this document you will waive certain legal rights, including the right to sue.

Please read carefully!

In this agreement the term '**Activity**' will include all activities, events or services provided, arranged, organized, and authorized by **Wide Open Adventure, LLC (herein WOA)** and shall include, but is not limited to whitewater rafting, hiking, trekking, horseback riding, kayaking, fishing or camping or as well as transportation to and from the location of these activities.

I desire to participate in all activities included in my travels with **WOA** in consideration of the provision of the opportunities to participate in such activities and the provision of services and/or certain equipment to facilitate participation, I hereby agree as follows on my behalf:

I fully understand and acknowledge that:

(a) risks and dangers exist by virtue of the nature of the activities of rafting, hiking, trekking, horseback riding, kayaking, camping or canoeing, in use of rafting, hiking, trekking, horseback riding, kayaking, camping or canoeing equipment and participation in rafting, hiking, kayaking, camping or canoeing activities;

(b) such activities, my use of such equipment and/or participation in such activities may result in illness or injury or death or damage to personal property and

(c) these risks and dangers may be caused by other participants, or by accidents, or by the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes, including, but not limited to, selection of trail or river route, water level, current, under water hazards, weather conditions, risks of overturning or falling out of a raft, kayak or canoe during a water related activity. During a terrestrial activity risks and dangers include, but are not limited to steepness of terrain, falling rock, natural objects such as glaciers, creeks. Evacuation difficulties should I be injured or disabled and other such risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, water, outdoor or recreational environment can occur at any time. I hereby knowingly and voluntarily accept and assume these risks and dangers and the risks of illness, injury or death or damage to personal property on my behalf.

I have been advised that I must wear suitable gear during all expeditions, and an approved personal flotation device at all times while on the water. Any claims or dispute arising from the activities, my participation in **WOA** activities or use of equipment shall be subject to resolution in the jurisdiction and venue of the Federal Court of Colorado.

I understand that I must be in good physical condition to participate in the activities. I am in good health and am at or above the minimum age stated in advertising for each activity in which I will participate. I understand that strenuous physical exertion may be required and I have no known physical disabilities or health problems, which will present any risk to my participation in the activities. **WOA** recommends that I receive a physical examination before participating in the activities.

WOA, at its sole and absolute discretion, reserves the right to refuse to allow my participation in any classes, training or activity, even if I have already made payment for participation in accordance with this Agreement; I, on my behalf and on behalf of my personal representatives, executors and heirs, release and agree to indemnify, defend and hold harmless **WOA, Clear Creek County, the City of Idaho Springs, Kremmling BLM, Arkansas Valley Recreation Area (AHRA)** their members, directors, officers, employees, instructors and contractors ("the Releasees") from any and all injuries, losses or liabilities incident to my involvement or participation in these programs as provided above to the fullest extent permitted by law (the "Release and Indemnity"). This Release and Indemnity shall include, but not be limited to, all injuries, losses or liabilities of whatever nature incurred or sustained to me or property as a result of the negligence of the Releasees.

I further agree that if I am injured or become ill, **WOA** may authorize medical supplies, services treatment and/or evacuation at my expense and on my behalf as **WOA** deems necessary to secure my wellbeing.

I permit the use of any photos, slides, films, or sketches of me taken during the trip's activities for publicity, advertising, promotion or other commercial purpose. This agreement constitutes the entire agreement of the parties, is signed under seal, and shall be binding on my heirs, successors, assigns, administrators and executors.

I HAVE READ THE ABOVE, UNDERSTOOD IT, AND BY SIGNING IT AGREE TO ITS TERMS. I ACKNOWLEDGE THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO ASK QUESTIONS ABOUT THE AGREEMENT AND ITS TERMS AND HAVE BEEN AFFORDED THE OPPORTUNITY TO COUNSULT MY OWN COUNSEL WITH REGARD TO IT, ITS TERMS, ITS SCOPE AND ITS MEANING.

Name (Print) _____ Signature _____
Parent or Guardian for anyone under 18

Street Address: _____ EMAIL: _____

City: _____ State: _____ Zip: _____ Phone: _____

Insurance Provider: _____ Date: _____

-----Please answer the following questions to affirm your ability to responsibly participate in this trip-----

I have viewed and understood a rafting safety video? Y / N

Are you able to perform all water activities including paddle commands? Y / N

Are you able to enter and exit the raft independently? Y / N

Are you able to identify, make progress to and ascend the shoreline, in moving water? Y / N

Do you have any Medical Conditions that might impair your ability to participate? Y / N

If yes, please describe: