

**WHITEWATER ADVENTURE OUTFITTERS**  
**PARTICIPANT AGREEMENT AND ACKNOWLEDGMENT OF RISK**

In consideration of the services provided by WHITEWATER ADVENTURE OUTFITTERS, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting on their behalf ( hereinafter collectively referred to as "WAO"), on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

(1) I acknowledge that boating on rivers entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of these activities.

The risks include but are not limited to: whitewater rapids will be encountered. You can be jolted, jarred, bounced and tossed around as a result of rafting in these rapids. At times people fall out of the raft and can encounter obstacles in the river. You could be injured if you come in contact fixed equipment necessary to the operation and the outfitting of the raft. Boats could turn over (flip) or you could be washed overboard. You can slip or fall during a hike. Accidents can occur getting into and off the raft, which can be slippery when wet. Equipment may fail and we may not have sufficient equipment to prevent injury or death. Exposure to the elements can be uncomfortable and/or harmful and present yet additional risks. You should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Prolonged exposure to cold water, or sudden cold water immersion, can result in cold shock, hyperventilation, hypothermia, or drowning. Communication on the river or within the river terrain in which this activity occurs is always difficult and rescue and medical treatment may not be immediately available. Furthermore, WAO guides have difficult jobs to perform. They seek safety, but are not infallible. Guides may be ignorant of a participant's fitness, limitations or abilities. They might misjudge conditions, the weather, the elements, terrain, river or rapids. They may give inadequate warnings or instructions. Transportation in WAO vehicles also poses risks. All of the above risks, and others, may result in injury or death.

(2) I expressly agree and promise to accept and assume all of the risks existing in and during these activities. My participation is purely voluntary, and I elect to participate regardless of the risks.

(3) I voluntarily release, forever discharge, and agree to indemnify and hold harmless WAO from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, rafting and use of WAO's equipment, property or facilities, including any such claims which allege negligent or other wrongful acts or omissions by WAO.

(4) Should WAO, or anyone acting on their behalf, be required to incur attorney's fees and/or costs to enforce this agreement, WAO shall be entitled to recover from you reasonable fees and costs.

(5) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this activity, and if I do not have adequate insurance I agree to bear the costs of such injury or damage. I have no medical or physical conditions which would interfere with my participation in this activity, and that regardless of my physical condition, I assume all risks associated with this activity.

(6) Colorado law shall apply with respect to this Agreement and my participation in all rafting activities.

Initial \_\_\_\_\_

Date \_\_\_\_\_