

UNCONDITIONAL RELEASE OF LIABILITY AND ASSUMPTION OF RISK
(Family members who live at the same address can sign on one form)

Due to recent court rulings, it is necessary we present you this detailed document. **THIS IS A LEGAL DOCUMENT.** Please read and understand it before signing. Ask us if you have any questions.

Arkansas River Tours, Inc. (hereinafter referred to as **ART**), has done everything possible to assure that our guests experience a safe and fun rafting experience. However, you need to know that a river trip by nature is not without risk. The same elements that contribute to the unique character of a rafting trip, such as shooting the rapids, camping outside, hiking, and exposing oneself to the natural elements, can cause loss or damage to equipment, injury, illness, or even permanent trauma or death. We don't want to reduce your enthusiasm for the trip, but we do want you to know in advance what to expect and to be informed of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGEMENT OF RISK

(Please print name legibly)

I, _____, hereby acknowledge that I have voluntarily applied to participate in the sport of whitewater rafting with **ART**. I understand that this activity and all other hazards and exposures (including hiking, camping, climbing, etc.) connected with this activity conducted in the outdoors do involve risk, and that I am aware of the risks and dangers inherent with the activities. I acknowledge that I and/or my family, including any minor children, are capable of participating in the activities contracted for and willingly assume the risks as my responsibility. These risks may include loss of property, injury or death caused by a variety of situations including: a) loss of control; b) being jolted, bounced about, or colliding with other participants, equipment, rocks, trees, floating debris, the river bed, manmade or natural obstacles, all whether obvious or not obvious; c) being washed or thrown overboard, or deciding to jump, flip, or dive into the water; d) engaging in water fights; e) boats flipping over causing prolonged exposure to cold water leading to hypothermia; f) slippery surfaces such as the raft, rocks, grass, or banks which could cause a fall; g) hot surfaces which could cause burns including the raft itself or cooking facilities; h) climbing in or out of the raft or helping to hold or tie it up which might cause rope burns, straining one's back or heart, tripping over obstacles or falling into the water; i) exposure to the elements (sun, wind, rain, snow, hail, cold, heat, lightning, etc.) which could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, hypothermia, frostbite, etc.; j) using portable toilet facilities, eating meals out of doors which may contribute to giardia, salmonella or other uncomfortable medical conditions; k) accidents off the river including hiking or climbing on steep, slippery, rocky terrain which may result in a fall, encounters with animals, poisonous plants, insects, reptiles which may cause illness, shock or death. Most of these injuries are rare and you are not likely to encounter them, however they are possible and you need to know about them and other potential injuries not mentioned above. I understand **ART** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of the trip.

I understand and agree that any bodily injury, death or loss of personal property and expenses thereof as a result of my negligence or the negligence of my family participating in any scheduled or unscheduled activities are my responsibility. I also state and acknowledge that activities association with river rafting as noted above along with other unforeseen potential hazards can be dangerous.

I understand that accidents or illness can occur in remote places without medical facilities, physician or surgeon. In consideration of, and as a part payment for, the right to participate in the activities associated with whitewater rafting, including the serving of food, that may be arranged for me and/or my family by **ART** and its agents and associations, I do hereby agree that myself and my family, including minor children, are in good enough health to handle the hazards of rafting, water, traffic, weather conditions, exposure to animals, moving, riding, and all and any similar conditions associated with the activities scheduled or associated with this outdoor adventure.

I understand that any route or activity chosen may not always be safest but has been chosen for its interest and challenge.

CONTRACT, WAIVER AND RELEASE

In consideration of being permitted by **ART** to participate in the activities associated with whitewater rafting, I do hereby release from any legal liability whatsoever **ART**, all of their officers, agents, and employees for any injury or death caused by or resulting from my and/or my family's participating in the activities associated with whitewater rafting, whether or not such injury or death was caused by their negligence, either active or passive, from my or my family's negligence, or from any other cause.

IN CONSIDERATION OF THE PROMISE AND AGREEMENT OF ART TO PROVIDE A RAFT TRIP THAT MEETS THE REQUIREMENTS OF A LICENSED RIVER OUTFITTER FOR THE STATE OF COLORADO, I, FOR MYSELF, MY FAMILY, MY HEIRS & EXECUTORS, PROMISE NOT TO SUE ART IF I OR MY FAMILY IS INJURED FOR ANY REASON. THIS IS A RELEASE OF LIABILITY. The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Arkansas River Tours, Inc. or its agents is a party shall be in Canon City, Fremont County, Colorado.

DO NOT SIGN THIS RELEASE IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS. IF UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.

I have carefully read the above agreement and fully understand it. I am aware that I am releasing certain legal rights that I might otherwise have and I enter into this contract on behalf of myself and/or my family of my own free will.

ALL INDIVIDUALS OVER 18 NEED TO SIGN FOR THEMSELVES.
PARENT OR GUARDIAN OF THOSE UNDER 18 YEARS OLD SHOULD SIGN ON LEFT AND PRINT MINOR'S AGE/NAME ON RIGHT.

Signature _____ Age _____ Print Name _____

Signature _____ Age _____ Print Name _____

Signature _____ Age _____ Print Name _____

Signature _____ Age _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Home Phone: () _____ Work Phone: () _____ Date of Trip _____ Time _____

Do you and/or any member of your family have any medical condition that may necessitate emergency care during our activities (ex. heart problem, diabetes, medication, dehydration, physical problem, etc.?)

____ Yes ____ No (If yes, describe in detail on reverse side of this form)

In case of emergency, I understand that effort will be made to secure proper treatment. I hereby give permission for such treatment. My personal health and accident insurance covers any accident or illness which I may incur during this experience and I will personally guarantee any cost or other liability incurred during evacuation or treatment. Please contact:

Name: _____ Phone: _____

I authorize and release the use of any photographic or video image for any use by ART with no recourse or compensation to me or my family. I also agree that any positive written or verbal statements I might make may be used for publicity purposes. __ Yes __ No