

CANYON MARINE WHITEWATER, LLC

10015 West Highway 50
Poncha Springs CO 81242

800-539-4447
719-539-4444

Acknowledgment of Risks and Release

Participant: _____ Street: _____
Age: _____ Phone: () _____ City: _____ State: _____ Zip _____
Trip Date: _____ River Section: _____ Email: _____

1. ACKNOWLEDGMENT OF RISKS. By signing this document, I acknowledge that participation in a white-water river trip (referred to herein as "activity") has risks, known and unknown, including, but not limited to, rapids, cold water, the raft flipping, drowning, impact with equipment, rocks, other people, or manmade obstacles, and off-river risks including rough trails, poisonous plants and animals, and exposure to sun, heat, inclement weather including cold, rain, and snow, and the possibility of mental distress from exposure to any one or more of the above listed risks and others. It is possible that the raft could encounter changing water flows or waves or that loss of control of the raft could occur, resulting in collision or capsizing or sinking or my being washed overboard; I understand that prolonged exposure to cold water can result in cold shock, which includes strain on the heart and cardiovascular system, hyperventilation, hypothermia, or drowning -- all of which could lead to my injury or death. I understand that communication in the river terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. I acknowledge that guides have difficult jobs to perform and are limited by the information given by participants. Weather, elements, and terrain are difficult to judge, and equipment might malfunction. I AM AWARE THAT I WILL BE PARTICIPATING IN A HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, LOSS OF ANY KIND, OR DEATH. _____ (Initials)

2. RELEASE. In consideration of being permitted to participate in this activity conducted by Canyon Marine Whitewater, LLC, I, for myself, my spouse, my minor children, legal representatives, heirs, and assigns, hereby release, waive and discharge Canyon Marine Whitewater, LLC, d/b/a Canyon Marine, its members, employees and agents; the municipalities of Buena Vista, Canon City, and Salida, Colorado (herein collectively "Releasees"), from all liability to me, my spouse, my minor children, legal representatives, heirs and assigns, for any and all loss or damage, and any claim or damages resulting therefrom, on account of injury to my person or property, even injury resulting in my death, whether caused by the negligence of Releasees, or otherwise, to the fullest extent permitted by law, while I am participating in the activity, its transportation, and conducting business on the business premises of Releasees. I further release Releasees from any claim whatsoever on account of first aid treatment or service rendered me during my participation in the activity. _____ (Initials)

3. MEDICAL DISCLOSURE. Please describe any medical conditions that you may have that would affect your ability to participate in this activity including your ability to swim in cold water, hike, climb, lift moderately heavy objects, paddle, assist in rescue situations, and all medical conditions that may necessitate emergency care, or affect the rendering of first aid such as infectious diseases, bee sting allergies, diabetes, etc.:

NONE, check here _____. _____ (Initials)

4. WETSUIT & HELMET. I acknowledge that I have been offered the option to use a wetsuit & helmet for this river trip, and acknowledge Canyon Marine's recommendation to do so for high water trips, early season trips, and for those who have special concerns in regard to exposure to cold water. _____(Initials)

5. GROUP LEADERS. I understand that if I am the leader of a group participating in a raft trip which includes minor unaccompanied by their parents, I represent, covenant, and warrant that I have full authority and permission from each minor's legal guardian to lead said minor on this raft trip. Further, I agree to indemnify and hold harmless Releasees from any and all claim, damage, loss, injury, and expense arising out of the minor's participation in this activity.

6. USE OF PICTURES, I understand that professional photographers may take photographs of our river trip at various locations along the transit route. Canyon Marine reserves the right to use any or all of these photographs or portions thereof for advertisement and promotions as may be deemed necessary and appropriate.

7. ATTORNEY FEES. Should Releasees be required to incur attorney's fees and costs to enforce this Release, I agree to be liable for all such fees and costs.

8. INDEMNIFICATION. I agree to indemnify Releasees for any claim, loss, liability, damage or cost caused by me or arising from my participation in this activity.

9. GOVERNING LAW. Any dispute involving these matters shall be governed by the laws of Colorado with venue in Chaffee County, Colorado.

10. SEVERABILITY. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Release shall be interpreted as if such invalid agreements and covenants were not contained herein.

11. ENTIRE AGREEMENT. This release contains the entire agreement between the parties hereto, and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing and know and understand the contents and sign as my own free act.

NOTE: The signature of a parent or guardian is required for all participants under 18 years old.

Participant's Signature

Date

Signature of parent or guardian if participant is under 18 years old

Date

In an emergency, notify (print): _____

phone: _____