

(719) 539-7737

Independent Whitewater Inc.

10830 County Rd. 165

Whitewater Release

Salida, CO 81201

Arkansas River

TRIP DATE: _____ RIVER SECTION: (Brown's Canyon)

NAME OF PARTICIPANT: _____ DATE OF BIRTH: _____

HOME PHONE: _____ E-MAIL: _____

ADDRESS: _____

ACKNOWLEDGEMENT OF RISKS. By signing this document, I acknowledge that participation in a whitewater river trip has risks including, but not limited to: rapids, cold water, the possibility of the boat flipping, passengers being washed or knocked from the raft into the river, Possibility of impact with equipment, rocks or other people; off-river risks including rough trails, poisonous plants and animals; exposure to sun, heat, weather including, cold, rain, and snow; the possibility of losing or damaging equipment such as camera or day pack; and the possibility of mental distress from exposure to any one or more of the above listed risks and others. I acknowledge that guides have difficult jobs to perform and are limited by the information given by participants and that weather, elements, and terrain are difficult to judge, and equipment might malfunction.

I AM AWARE THAT A WHITEWATER RIVER TRIP IS A HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, LOSS OF ANY KIND, OR DEATH _____(Initials)

HIGH WATER RISKS. If I am participating in a high water river trip, I acknowledge that the risks may increase substantially, specifically including, but not limited to, increased chances of encountering debris, log jams, flipping the raft, being knocked out of the raft, and increased force of impact with rocks and waves. I acknowledge the need for self rescue may arise, including, but not limited to, swimming in extreme whitewater, pulling oneself up out of the river, and scrambling over rough terrain. I represent that I am in good physical condition and that I am a proficient swimmer. _____ (Initials)

RELEASE. In consideration of being permitted to participate on this raft trip conducted by Independent Whitewater, Inc., for myself, my spouse, legal representatives, heirs, and assigns, hereby release, waive and discharge Independent Whitewater, Inc., its officers, members, employees, directors, and shareholders, collectively referred to as "Releasees", from all liability to me, my spouse, 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, while I am participating in the river trip, its transportation, and conducting business on the business premises of Releasees. I further release all officials, professional personnel and Releasees described above from any claim whatsoever on account of first aid treatment or service rendered me during my participation in the raft trip. I further release the use of my image for promotional materials. _____(Initials)

MEDICAL DISCLOSURE. Please describe any medical conditions that you may have that would effect your ability to participate in this trip including your ability to swim in cold water, hike, lift moderately heavy objects, paddle, assist in rescue situations, and all medical conditions that may necessitate emergency care, or effect the rendering of first aid such as infectious diseases, bee sting allergies, diabetes, etc.: _____ IF NONE, Check here _____, _____ (Initials)

WETSUIT. I acknowledge that I have been offered the option to rent a wetsuit for this river trip, and acknowledge the recommendation of Independent Whitewater, Inc. to do so for early season and high water trips and for those who have special concerns in regard to exposure to cold water. _____(Initials)

GENERAL PROVISIONS. (a) Should Releasees be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. (b) Any dispute involving these matters shall be governed by the laws of Colorado with venue in Chaffee County, Colorado. (c) I agree to indemnify Releasees for any incurred loss, liability, damage or cost caused by me or my participation on this trip. (d) Independent Whitewater, Inc. reserves the right to terminate the trip at its discretion at any time for any one or more participants. (e) 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/guardian is required for all participants under 18 years old.**

Participant's Signature: _____ Date: _____

In an emergency, notify (print) _____ Phone _____

If the participant is under 18, Parent or Legal Guardian must sign: _____ Date _____