

**CLEAR CREEK RAFTING LLC**

**PARTICIPANT ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

**INTRODUCTION**

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter "Document") carefully before signing. All participants must sign this Document. For participants under 18 yrs. of age (sometimes referred to in this Document as "minor" or "child"), parent/s or legal guardian/s (collectively referred to in this Document as "parent/s") must also sign. In consideration of the services of Clear Creek Rafting, LLC, its agents, owners, officers, employees, contractors, representatives and all other persons or entities associated with it (collectively referred to in this Document as "CCR"), I (participant and parent/s of a minor participant) agree as follows:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

Engaging in CCR activities involves risks. CCR activities (which may be scheduled or unscheduled, supervised or unsupervised, mandatory or optional) include, but may not be limited to, rafting, kayaking, swimming, hiking, portaging, carrying, loading and unloading boats or other equipment, and vehicle travel (collectively referred to in this Document as "activities"). I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as "risks") of these activities can cause injury, damage, death or other loss to participant or others. The CCR Inherent & Other Risks List (listed on page 2 of this Document and incorporated by this reference; hereafter "Risks List") describes some, but not all of those risks.

I (participants and parent/s of a minor participant) have reviewed the attached Risks List and understand that CCR staff members are, and have been available should I have further questions about CCR activities or the associated risks. CCR has varying age restrictions on all trips and requires that participants have previous experience for some expert level trips (as disclosed on page 2 of this Document), and I take full responsibility for accurately providing this information to CCR. Participant has no mental, physical, or emotional conditions or limitations which might affect his/her ability to participate that have not been disclosed to CCR (and written on page 2 of this Document) and participant is fully capable of participating in these activities without causing harm to him/herself or others. I understand that CCR and the cities of Idaho Springs and Golden, and Counties of Clear Creek and Jefferson (collectively referred to in this Document as "the Government Entities") cannot assure participant's safety or eliminate any of these risks. Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assumes and accepts full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant (and parent/s of minors) resulting from those risks and/or resulting from participant's negligence or other misconduct.

**RELEASE AND INDEMNITY AGREEMENT**

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent/s for themselves and for and on behalf of their participating minor child) agree to release, defend, indemnify ("indemnify" meaning protect by reimbursement or payment), and agree not to sue CCR and/or the Government Entities, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in CCR activities, or use of CCR equipment, facilities or premises. I understand that in signing this Document, I, my child, and anyone acting on my or my child's behalf, surrender our respective rights to make a claim against CCR and/or the Government Entities, as a result of any injury, damage, death or other loss suffered by me or my child. This Release and Indemnity Agreement includes any claim/s resulting from the negligence (but not the gross negligence or willful, wanton or criminal misconduct) of CCR and/or the Government Entities, and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, loss of consortium, breach of contract, or any other claim.

**OTHER PROVISIONS**

I (participant and parent/s of a minor participant) agree that Colorado state law (without regard to its 'conflict of law' rules) governs this Document, any dispute I have with CCR and/or the Government Entities, and all other aspects of my relationship with CCR and/or the Government Entities, and that any mediation, suit or other proceeding I engage in or assert against CCR must be filed or entered into exclusively in Jefferson County, Colorado. I authorize CCR, the Government Entities or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and to render such treatment they consider necessary for my/my child's health. I agree to pay all costs associated with medical care and transportation. **Photo Release:** I authorize CCR and/or parties or entities designated by CCR, to take my or my child's photo and to use it for sale or reproduction in any manner CCR desires, without compensation to me. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

**I (participant and parent/s of a minor participant) agree:** I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my participating minor child, my spouse and other family members, and my heirs, executors, representatives, subrogors and estate. *Participant and one or both parent/s of a minor participant must sign below.*

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_ Print name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ DOB \_\_\_\_\_ E-Mail \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ Print name \_\_\_\_\_

2nd Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ Print name \_\_\_\_\_

## CCR - INHERENT & OTHER RISKS LIST

The following describes some, but not all of the inherent and other risks associated with engaging in CCR activities:

**Risks present in a high altitude, outdoor or wilderness environment on land or water where trail or river conditions may not be maintained or controlled.** These risks include storms; strong winds; currents, waves or whitewater; changing water levels or high or low water; lightning; rapidly moving rivers or other water bodies; flashfloods; snow, hail or other adverse weather conditions; extremely cold or hot weather or water; falling rocks; fallen timber; stinging, venomous and/or disease carrying animals or insect; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both on land, and above and below water level) may not be marked or visible and weather is potentially changeable and unpredictable year around.

**Whitewater rafting, kayaking and swimming risks.** These risks include potential water obstacles or hazards such as rapids, boulders, trees/bushes and tree/bush branches, bridge pilings, ropes, fences, other boats, waterfalls, holes, reversals; or the risk of slipping on wet rocks or boat ramps, falling overboard, impact with rocks/equipment/the river bottom/other people, being swept into a river current, or experiencing a boat capsize or collision. **Participants on Class IV and V whitewater trips acknowledge and accept that these trips are extremely advanced, can include long and very violent rapids on congested routes and can subject participants to increased risks, hazards and dangers and more difficult rescue conditions.**

**Risks in decision making.** There are risks involved in decision making and conduct, including, without limitation, the risk that a CCR representative, co-participant or contractor may misjudge a participant's capabilities, health or physical condition, some aspect of instruction or medical treatment, or weather, terrain, water conditions or water level or route taken through a rapid. *I understand that as part of this outdoor adventure, any route or activity may not be the easiest, but has been chosen for its interest and challenge.*

**Personal health and participation risks.** The risk that participant's mental, physical or emotional condition (known or unknown, disclosed or undisclosed) combined with participation in these activities could result in injury, damage, death or other loss.

**The risk that equipment used** in an activity may be misused, or may break, fail or malfunction. *CCR offers participants the use of protective headgear for rafting (and requires use of protective headgear for Class IV and V trips). I understand that use of protective headgear in rafting activities may prevent or lessen head injuries resulting from falling or colliding with objects or people, and in some instances, may prevent death or permanent injury. If I am required or choose to use headgear, I (and in the case of minors, parent/s) assume full responsibility for assuring that protective headgear will be worn at all appropriate times. If I choose not to use headgear, I (and my parent/s if I am a minor) fully acknowledge and assume the increased risks and accept all responsibility for making this choice.*

**Risks associated with premises.** Boulders, ruts, slippery walkways or ground, uneven ground, fast moving rivers or other conditions may exist in and around the CCR grounds, facilities or other premises.

**Risks connected with geographic location.** CCR activities may take place in remote places, several hours from any medical facility, causing potential delays or difficulties in communication, transportation, evacuation and medical care.

**Risks associated with cooking and camping.** Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water may be contaminated and should be disinfected, filtered or boiled before use.

**Risks regarding conduct.** Risks include the potential that the participant, or other participants or third parties (e.g. rescue squad, medical facility, vehicle driver) may act carelessly or recklessly.

**Risks associated with free time.** Participants, including participating minors, will have free time, before and after the beginning of a trip, and at various other times while they are with CCR. *Throughout the trip, during both supervised and unsupervised activities, all participants share in the responsibility for their own safety. Participants must exercise caution when entering or exiting vehicles.*

**Other risks** associated with recreation, adventure and/or instructional activities.

**These and other risks may result in participants: being washed or knocked from the boat; being immersed in cold water; falling or being struck; colliding with or impacting objects/people/equipment/rocks or the bottom of a river; getting caught or entangled in objects above or below water; experiencing vehicle or boat collision, capsize, rollover or flipping; suffering gastro-intestinal complications or allergic reactions; reacting to high altitudes, weather conditions or increased exertion, becoming lost or disoriented or experiencing other problems. These and other circumstances may cause cold water immersion, hypothermia, hyperthermia (heat related illness), heat exhaustion or stroke, dehydration, drowning, sunburn, broken bones, paralysis or other disability, high altitude sickness, heart or lung complications, mental or emotional trauma, concussions, contusions, wounds or other injury, damage, death or loss.**

### DISCLOSURES:

Please disclose any mental, physical or emotional conditions or limitations that may affect participation or necessitate care:

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### **Required for some expert level trips:**

I have previous rafting experience on the \_\_\_\_\_ River and on Class \_\_\_\_\_ rapids.