

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Riversports, Inc. dba Four Corners River Sports, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "4CRS"), I hereby agree to release, indemnify, and discharge 4CRS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that canoeing and kayaking entails known and unanticipated risks that 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 the activity.

**The risks include, among other things:** whitewater rapids will be encountered; your boat could turn over and/or you could have to swim rapids risking collision with rocks and entanglement in trees; head injuries can occur; you can slip or fall during a hike, resulting in damage to equipment or personal injury; exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility.

Furthermore, 4CRS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless 4CRS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of 4CRS's equipment or facilities, including any such claims which allege negligent acts or omissions of 4CRS.
4. Should 4CRS or anyone acting on their behalf, 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.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against 4CRS, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of Colorado shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against 4CRS on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) (print minor's name) ("Minor") being permitted by 4CRS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless 4CRS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Name(Please Print)

Dates of scheduled class/private

Address( street, city, state, zip)

Phone Number

### Medical Form

Do you have any medical conditions that we should be aware of?  
If yes, please explain.

YES

NO

Are you currently taking any medication(s)?

If yes, please explain type of medication, for what condition, how often taken.

Are you allergic to any foods, medications, insects...?  
If yes, please list.

YES

NO

Describe your current level of fitness:

Poor Moderate Good Excellent

Describe your swimming ability:

Poor Moderate Good Excellent

Emergency contact :

Name

Phone

**For students under 18 years old**

Parent / Guardian :

Name

Day Phone

Additional Phone

Additional Parent / Guardian:

Name

Day Phone

Additional Phone

Family Physician

Name

Phone

Health Insurance Company / Group Number

I authorize all medically necessary treatment for my child when I can not be located.

Signature of parent / guardian

Date(valid 4 months from date)