

SCENIC RIVER TOURS, INC.

703 W. Tomichi, Gunnison, CO 81230

SCENIC RIVERS TOURS, Inc. (DBA ALMONT ANGLERS) HOLD HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

“Participant” MEANS THE UNDERSIGNED, BEING AT LEAST 18 YEARS OLD, OR THE MINOR USER (UNDER 18) AND THE UNDERSIGNED PARENT OF LEGAL GUARDIAN OF THE MINOR SIGNING ON BEHALF OF HIMSELF/HERSELF AND THE MINOR (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY “I”) AGREES AND UNDERSTANDS THAT WHITE WATER RIVER RAFTING, KAYAKING AND/OR FISHING (HEREINAFTER THE “ACTIVITY”) CAN BE **HAZARDOUS**.

I warrant and represent that I am in good health and there are no special problems with the care of myself (or the child) and the undersigned parent or guardian (if applicable) has left no special instructions regarding myself or the child that have not been listed on the registration form.

I recognize that there are risks including but not limited to, changing weather conditions, water conditions, hidden and underwater obstacles, changing and unpredictable currents, drowning, exposure, and overturning, as well as transportation and getting to and from the river. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly **ASSUME** and accept **ANY AND ALL RISKS** to me while participating in the Activity. Further, I voluntarily elect to participate in the Activity.

In consideration of engaging in the Activity I agree to **ASSUME ALL RISKS** associated with the Activity and agree to hold harmless, release, defend and indemnify. SCENIC RIVER TOURS INC. (dba ALMONT ANGLERS), their subsidiaries, agents, employees, representatives, assignees, directors, officers and shareholders (hereinafter “The Released Parties”) from all liabilities and/or claims for injury or death to persons or damage to property arising from my engagement in the Activity, including those injuries and damages caused by The Released Parties’ alleged or actual: 1) negligence or 2) breach of any express or implied warranty. By execution of this Release, the undersigned agrees to indemnify each Released Party for any injuries to me or to other person(s) or property that I may cause as a result of engaging in the Activity.

I authorize the Released Parties and/or their authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I agree that upon my transport to any such medical facility or hospital that the Released parties shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless the Released Parties of and from any costs incurred therein.

I do hereby grant permission to SCENIC RIVER TOURS INC. and their designated photographers, associates and agents to use any photographs taken of me in any way they deem appropriate.

In consideration of using the Released Parties’ facilities and/or equipment, **I CONTRACTUALLY AGREE** that **ALL** claims for injury and/or death shall be **GOVERNED BY COLORADO STATE LAW** and **EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Colorado.

I HAVE READ THIS PAGE (initial) _____

This Release shall be binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of the minor and that the minor shall be bound by all the terms of this Release. This Release shall be binding upon my assignees, surrogates, distributors, heirs, next of kin, insurers, executors and personal representatives.

PARENTS OR LEGAL GUARDIANS MUST SIGN FOR MINORS UNDER THE AGE OF 18. I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PRINT PARTICIPANT'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: () _____ - _____ E-MAIL (optional) _____

X _____ DATE SIGNED: _____
PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my child and our heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Released parties from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, to the fullest extent permitted by law.

PRINT PARENT/GUARDIAN'S NAME: _____

X _____ DATE SIGNED: _____
PARENT/GUARDIAN'S SIGNATURE

WHERE DID YOU HEAR ABOUT US? _____

| | |
|--------------------|-----------------|
| DATE: _____ | TAKE OUT: _____ |
| LAUNCH: _____ | TIME: _____ |
| TIME: _____ | GUIDES: _____ |
| TRIP LEADER: _____ | WEATHER: _____ |