

Scenic River Tours, Inc.

703 West Tomichi Avenue
Hwy 50
Gunnison, CO 81230
(970) 641-3131

SCENIC RIVER TOURS, INC. 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”) AGREE AND UNDERSTANDS THAT ROCK CLIMBING 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, hidden obstacles, falling, rockslides, uneven terrain, exposure, and traffic in the parking lot. 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. 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 CONTACTUALLY 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.

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.

I HAVE READ THIS PAGE (initial) _____

I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

PRINT NAME: _____

ADDRESS: _____ CITY: _____

ZIP CODE: _____ PHONE: _____

PATICIPANT'S SIGNATURE: _____

DATE SIGNED: _____

PARENT/GUARDIAN SIGNATURE IF PARTICIPANT IS UNDER 18 YEARS OLD:

X _____

DATE OF CLIMB: _____