

# AGATE DOG INC D/B/A GEO TOURS WHITEWATER RAFT TRIPS

## ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

### **PLEASE READ CAREFULLY BEFORE SIGNING. THIS AN EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The person who is participating in white water rafting with Agate Dog Inc. (d/b/a Geo Tours Whitewater Raft Trips) shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that participation in white water rafting, swimming, wading, hiking, climbing on rocks and slopes, camping, portaging, and traveling to and from activity sites (hereinafter collectively the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that **risks include, but are not limited to:** choice of rafting course, negligence of rafting guides, cold water immersion, changing weather conditions, water conditions, hidden underwater obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, overturning, falling, being washed or knocked into the river, improper use of equipment, collisions or accidents when traveling by vehicle to and from the activity, carrying rafts and other equipment, feet and other body parts becoming entrapped in or under rocks and other objects, contact with wild animals, poisonous reptiles and plants, equipment failure, contact with fishing hooks, infections, allergic reactions, tripping, falling, becoming lost or separated, falling rocks and objects, lack of shelter, lightning, snow, storms and other weather conditions, the condition of the PARTICIPANT, fatigue, exhaustion, dehydration, heatstroke, hypothermia, and high elevation/altitude sickness, as well as the possibility of mental distress from exposure to any one or more of the above listed risks and others.

THE UNDERSIGNED acknowledge that the risks listed above are not complete and that all activities, whether or not described, may be dangerous and may also include risks which are inherent and cannot be avoided. By signing this document, THE UNDERSIGNED recognize that property loss, injury and death are all possible while participating in the ACTIVITY. **RECOGNIZING THE RISKS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE SERVICES OF AGATE DOG INC. (d/b/a Geo Tours Whitewater Raft Trips) (hereinafter "Geo Tours") VOLUNTARILY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED further hereby agree to **HOLD HARMLESS AND RELEASE GEO TOURS**, each of its affiliated organizations and companies, the United States, Clear Creek County, City of Idaho Springs and each of their respective insurance carriers, agents, employees, guides, representatives, assignees, officers, directors, and shareholders (hereinafter "RELEASED PARTY") **FOR ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from PARTICIPANT's participation in the ACTIVITY, including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any CONTRACT and/or express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this Agreement, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree UNDERSIGNED are **releasing any right by to make a claim or file a lawsuit** against any RELEASED PARTY.

THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** (pay for and/or reimburse) each RELEASED PARTY for and against any and all claims of THE UNDERSIGNED, PARTICIPANT and/or by a THIRD PARTY arising in whole or in part from the PARTICIPANT's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorneys' fees incurred by any RELEASED PARTY in defending any such claim or suit brought by or on behalf of THE UNDERSIGNED or a THIRD PARTY.

THE UNDERSIGNED recognize that PFD's are required and PARTICIPANT agrees to wear a PFD at all times while participating in the ACTIVITY. THE UNDERSIGNED further understand that helmets may be required by Geo Tours on certain river segments and PARTICIPANT agrees to wear a helmet at all times when participating in the ACTIVITY on these said segments. THE UNDERSIGNED understand that helmets may reduce or mitigate the severity of head injuries to the PARTICIPANT, but are in no way a guarantee of safety. THE UNDERSIGNED recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

THE UNDERSIGNED are responsible for determining PARTICIPANT's medical, physical or other qualifications or suitability for participating in the ACTIVITY. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall have no further responsibility for PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY for any costs incurred therein, or any claims originating therefrom.

THE UNDERSIGNED hereby grants permission to Geo Tours or any of its advertisers to use any photographic representation whether still or video of PARTICIPANT for any purpose.

In consideration for allowing PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED AGREE that ANY AND ALL claims for injury and/or death arising from the PARTICIPANT's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF SUMMIT COUNTY, COLORADO** or in the **FEDERAL COURT FOR THE STATE OF COLORADO.**

In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

By signing this Agreement without a parent or legal guardian's signature, the PARTICIPANT, under penalty of fraud, represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

UNDERSIGNED understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the UNDERSIGNED intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

**I HAVE CAREFULLY READ THE FOREGOING AGREEMENT, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM VOLUNTARILY RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

\_\_\_\_\_  
Printed Name of PARTICIPANT

\_\_\_\_\_  
Signature of PARTICIPANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Emergency Contact:

\_\_\_\_\_  
Printed Name/Relation

\_\_\_\_\_  
Telephone