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

RAFTING WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. The person who is participating in rafting or other Activity shall be referred to as "Participant." "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. "Released Parties" mean Agate Dog Inc. (dba Geo Tours Whitewater Raft Trips) and any of its respective successors in interest, affiliated organizations and companies, parent and sister companies, insurance carriers, agents, contractors and subcontractors, employees, representatives, assignees, officers, directors, members, owners and shareholders, in addition to the United States, Clear Creek County, and the City of Idaho Springs. The "Activity" means taking part in rafting, boating, paddling, fishing, swimming, wading, hiking, climbing on rocks and slopes, portaging and traveling to and from Activity site(s), activities on or the use of facilities and premises of Released Parties, and the use of Released Parties' equipment, and all other activities related to or ancillary to these activities.

2. Risks of Activity. Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND DEATH TO PARTICIPANT AND OTHERS. Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: physical, mental and emotional injury, death, drowning, cardiac arrest, being thrown from boat or raft, boat or raft capsizing, becoming entrapped in rocks causing drowning or other injury, hypothermia, cold water immersion, reaction to cold water, difficulty in rescue and injuries caused by poor decisions or mistakes made by others including guides and other participants, improper training or instruction, choice of difficulty of rapids, errors in food storage or preparations, encountering dangerous wildlife or insects, flora and fauna, hidden underwater obstacles, trees or above water obstacles, coming into contact with equipment, slippery terrain and falling, changing and unpredictable currents, holes, exposure, improper use of or lack of equipment, jumping or falling off rocks, carrying rafts and other equipment, dehydration, heat exhaustion, sunburn, extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of or inaccessible medical attention or equipment, defective equipment, misuse of equipment, choice of course or Activity, negligence or poor decisions of guides, changing weather or water conditions, Participant's poor health or physical condition, known or latent health conditions (including cardiac conditions), mental distress or panic from exposure to any one of the above, infection or exposure to viruses or bacteria, and other illnesses, including but not limited to any novel coronavirus, misunderstanding or underestimation of risks and abilities, accidents at Release Parties' premises and facilities, accidents during transportation to and from Activities. UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activity, Undersigned agree as follows:

(a) Release. UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Participant's participation in the Activity, including, but not limited to, claims of negligence, negligence *per se*, negligent misrepresentation, other tort claims, premises liability, products liability, breach of warranty, breach of fiduciary duty, breach of local, state and federal laws, breach of contract and wrongful death.

(b) Indemnification. Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, costs, property loss, medical bills, loss of income, costs, attorney's fees, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands (including Undersigned's claims and third party claims), including legal fees and costs whether or not in litigation, arising out of or related to Participant's participation in the Activity. Such obligation on the part of Undersigned shall survive the period of Participant's participation in the Activity.

(c) Assumption of Risk. Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to, the acts, omissions, representations, carelessness, and negligence of the Released Parties. Undersigned acknowledge that participation in the Activity is voluntary and that Undersigned can choose not to participate in the Activity. Undersigned also acknowledge that Participant is physically and mentally capable of participating in the Activity, yet there is a possibility that Undersigned may underestimate his/her own abilities, and may have physical or mental conditions that may increase chances of injury or death. By signing this document, Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT KNOWN, DESCRIBED ABOVE, INHERENT, OR OTHERWISE.

4. Minor Acknowledgment. In the case of a minor Participant, Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but 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, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents he/she is at least 18 years old. If signing as the parent or guardian of a minor Participant, signing adults represent that they are the minor's legal parent or guardian.

5. Medical Care. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed and it is possible to call for medical care for Participant or transport Participant to a medical facility or hospital. Undersigned agree to pay all costs associated with such medical care and related transportation.

6. Miscellaneous. Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Jefferson County, Colorado or the federal court of Colorado; (c) THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR CONTRACTS, ARRANGEMENTS, COMMUNICATIONS, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF INCLUDING BUT NOT LIMITED TO ANY OTHER REPRESENTATIONS ABOUT THE ACTIVITY ITSELF OR SAFETY OF THE ACTIVITY; (d) Undersigned is voluntarily and fairly entering into this Agreement. Undersigned understand and acknowledge 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 intent of Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of Undersigned and/or Participant.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

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Printed Name of Participant Signature of Participant Date

_____ _____

Printed Name of Parent/Legal Guardian Signature of Parent/Legal Guardian Date

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Address Telephone Email

Emergency Contact:_____

Printed Name Telephone Name/Relation