

**PARTICIPANT RELEASE OF LIABILITY AND  
ASSUMPTION OF RISK AGREEMENT  
\*\*\*READ BEFORE SIGNING\*\*\***



Organization: **ARKANSAS VALLEY ADVENTURES**

Participant Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Arkansas Valley Adventures**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.
5. Does participant suffer from any medical or health condition that may require emergency care during this trip?  
**YES** \_\_\_\_\_ **NO** \_\_\_\_\_  
(If yes, please describe condition):  
\_\_\_\_\_  
\_\_\_\_\_

**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 IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**SIGN HERE:** X \_\_\_\_\_  
Participant's Signature Age Date

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR 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 Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X \_\_\_\_\_  
Parent/Guardian Signature Date Emergency Phone Number(s)

**WAIVER AND RELEASE OF LIABILITY**

**CITY OF IDAHO SPRINGS  
STATE OF COLORADO**

**CLEAR CREEK COUNTY  
STATE OF COLORADO**

For the purposes complying with Article II of Chapter 13 of the Idaho Springs Municipal Code, and in consideration of being authorized to use City parks, and for the purposes of complying with Resolution R-03-108, *"Resolution Concerning the Use of County Land By Commercial River Outfitters"*, and in consideration of being authorized to use County Land as a client of Arkansas Valley Adventures, a river outfitter, the undersigned does hereby, on behalf of him- or herself, and his or her heirs, personal representatives, successors and assigns, waive and release the City of Idaho Springs, and Clear Creek County, and their respective, officers, agents and employees, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of all known and unknown, foreseen and unforeseen bodily and personal injuries and property damages, and the consequences thereof, resulting from the use of such City parks or County Land and other public property as a client of the said river outfitter.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Client name printed (legibly)

\_\_\_\_\_  
Client Signature