

PERFORMANCE TOURS, INC.

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

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

1. The person who is participating in white water rafting with Performance Tours, Inc. 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 guardian when the Participant is under the age of 18. The Undersigned agree and understand that participating in white water rafting, swimming, wading, hiking, climbing on rocks and slopes, camping, portaging and traveling to and from the activity site (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned agree and understand that there are dangers and risks associated with participating in the Activity and that **INJURIES AND/OR DEATH** may result from engaging in the Activity. Our guides will exercise their best judgment at all times, they are not, however, infallible. The Undersigned agrees and understands that risks include, **but are not limited to, the following:**

Choice of Rafting course, negligence of Rafting Guides, changing weather conditions, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, hypothermia, swimming, overturning, improper use of equipment, jumping off rocks, carrying rafts and other equipment, entrapment of feet or other body parts under rocks or other objects, equipment failure, dehydration, sunburn, driving to and from the ACTIVITY site, and mental distress from exposure to any one of the above.

3. The Undersigned acknowledges and understands that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognizes that property loss, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Additionally, in consideration for allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREES NOT TO SUE** Performance Tours, Inc. , Clear Creek County, City of Idaho Springs or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREES TO HOLD HARMLESS AND RELEASES EACH AND EVERY RELEASED PARTY FROM 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, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of CONTRACT and/or express or implied WARRANTY.**

5. By execution of this Agreement, the Undersigned also **AGREES TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

6. In consideration for allowing Participant to participate in the Activity, the Undersigned **AGREES 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.**

7. Please note any medical or other health condition that may require emergency care during this activity on the line below.

*Yes _____ (If yes, please describe condition below) (*Leaving the line blank indicates "none")

If left blank, the UNDERSIGNED represents that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorizes 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 agrees that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any 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 from any costs incurred therein, or any claims originating therefrom.

8. I give Performance Tours permission to use any and all photographs and videos of myself and my group as they wish.

9. 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.

10. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a parent or guardian of the minor Participant.

11. The 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 Undersigned's 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 ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Signature of Participant: _____ Print Name: _____

Address: _____

City _____ St _____ Zip _____

Hm Phone: _____ Wk Phone _____ Date _____

E-mail _____ Date of Birth _____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of 1. _____ AGE _____ (Print minors name and DOB)

2. _____ AGE _____

3. _____ AGE _____ being permitted by P.T. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless P.T. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ PrintName _____ Date _____
Signature

Emergency Contact _____
Print Name Telephone Name/relation