

**IGNACIOUS VENTURES, LLC (ROCKY MOUNTAIN ADVENTURES, MAD ADVENTURES, AND/OR WIDE OPEN ADVENTURE)**

TRIP NAME: \_\_\_\_\_ TRIP DATE: \_\_\_\_\_ TRIP LEADER: \_\_\_\_\_ **OFFICE USE ONLY**

**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 Activity shall be referred to hereinafter 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 Ignacious Ventures, LLC, Rocky Mountain Adventures, Mad Adventures, and/or Wide Open Adventure and any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, owners, members, and shareholders including Clear Creek County, Jefferson County, & the City of Idaho Springs. The "Activity" means taking part in rafting, boating, paddling, kayaking, stand up paddle boarding, float fishing, walk or wade fishing, swimming, wading, hiking, climbing on rocks and slopes, portaging and traveling to and from Activity site(s), and activities on or the use of facilities of Released Parties.

**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/OR DEATH TO THE 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: extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of medical attention or equipment, defective equipment, misuse of equipment, choice of course or Activity, negligence or poor decisions of guides or other participants, changing conditions, changing weather 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, and misunderstanding or underestimation of risks and abilities. In addition, risks specific to boating and rafting include: drowning, cardiac arrest, being thrown from boat or raft, boat or raft capsizing, being entrapped in rocks causing drowning, hypothermia, cold water immersion, cardiac reaction to cold water, difficulty in rescue and injuries caused by poor decisions or mistakes made by others including guides and other participants, choice of rafting course or difficulty of rapids, errors in food storage or preparations, encountering dangerous wildlife or insects, flora & 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, tripping or falling at the outpost, entrapment of feet or other body parts under rocks or objects, dehydration, heat exhaustion and sunburn. In addition, risks specific to fishing include: slipping and falling on riverbed or riverbank access, drowning, drowning in waders which can fill with water, hypothermia and cardiac reaction to cold water, and injury from hooks and equipment. **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 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 the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to, claims of negligence, negligence *per se*, negligent misrepresentation, other tort claims, premises liability, breach of warranty, breach of fiduciary duty, statutory violations, breach of contract and wrongful death.

(b) Indemnification. The 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, expenses, attorney's fees, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of or related to Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the 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

