

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of All American Adventures, LLC and its respective agents, owners, officers, directors, shareholders, members, managers, volunteers, participants, employees, subcontractors, and all other persons or entities acting in any capacity on their behalf, including Jed and Susan Ward personally, (hereinafter collectively referred to as "AAA"), and in consideration of the use of property owned by County of Jefferson, State of Colorado, County of Clear Creek, State of Colorado, and the City of Idaho Springs, Colorado (hereinafter with AAA collectively referred to as "Indemnified Parties"), I hereby agree to release, indemnify, and discharge the Indemnified Parties on behalf of myself, my spouse, my children, my parents, my siblings, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that outdoor adventure based activities such as rafting, kayaking, hiking, mountain biking, rock climbing, canyoneering, 4WD tours and fishing (the "Activities") entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

THE RISKS INCLUDE, AMONG OTHER THINGS: Participants may be jarred and thrown about; may be injured by other participants or contact with equipment; may slip, fall, or be washed overboard and exposed to cold water and/or drowning; and/or may be hit by falling objects. Objects in the river, either floating or underneath the water can cause injuries. At any time of the year, severe weather conditions can occur such as bright sun, rain, snow, sleet, high winds and hail, which may result in exposure to temperature extremes which can cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, and/or dehydration. I acknowledge that no one can control the weather and that it can affect the duration and enjoyment of the trip. Participants may be exposed to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; exhaustion; topographic hazards such as rough trails, cliffs, ravines, caves, loose or falling rocks; and improper lifting or carrying. I also understand that travel by air and/or motor vehicles involves certain inherent risks such as accidents, mechanical failure, and other risks not specifically detailed herein. All of these risks, and other risks not specifically listed above, may result in damage to property, injury or even death.

Furthermore, AAA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. In addition, the remaining Indemnified Parties do not provide any oversight over the participant's activities.

2. **I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THE ACTIVITIES.** My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. **I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES** or anyone acting on their behalf, and pay all damages, judgments or amounts, expenses, including all costs of defense and/or costs of enforcing this agreement, including attorney's fees and costs, incurred by the Indemnified Parties related to such lawsuits, claims, demands, or causes of action, which are in any way connected with my participation in this activity, my use of AAA's equipment, facilities, or services or use of property owned by the remaining Indemnified Parties **INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF AN INDEMNIFIED PARTY.**

4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

5. In the event that I file a lawsuit against an Indemnified Party, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of Colorado shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

6. In the event that I damage, lose, or destroy any AAA property, I agree to compensate AAA for the full retail value of the

property, per the current price listed by AAA.

I consent to having any photograph of me or my family members used, published or sold (without compensation to me or them) by AAA.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST AN INDEMNIFIED PARTY ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THE INDEMNIFIED PARTIES HEREIN.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant _____ Print Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Age _____ Date _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by AAA to participate in its Activities and to use its equipment and facilities, and the use of property owned by the remaining Indemnified Parties, I warrant that I am the parent or guardian of Minor and that I have the authority to make decisions as to Minor's participation in recreational activities, I further agree to indemnify and hold harmless the Indemnified Parties 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. **I HEREBY CONSENT TO MY CHILD PARTICIPATING IN THE TRIP, AND I UNDERSTAND AND AGREE THAT ALL OF THE TERMS OF THIS AGREEMENT SHALL APPLY EQUALLY TO BOTH MYSELF AND MY CHILD.**

Parent or Guardian: _____ Print Name: _____

Parent or Guardian: _____ Print Name: _____

Address of Parent: _____

Telephone Number: _____ Date: _____

Complete this section if you are participating in rafting Class V rapids:

I understand that Class V river rapids are white water rapids that involve an increase in all of the risks described on the other side of this page. Class V rapids are extremely long, obstructed and violent rapids which expose the participant to above average risk of injury and death. Drops in such rapids may contain very large, unavoidable waves and holes or steep, congested chutes with complex, demanding routes. Class V rapids often continue for long distances between pools or eddies, demanding a high level of fitness. The eddies that do exist may be small, turbulent or difficult to reach. Several of the aforementioned factors may be combined. Rescue from Class V rapids is extremely difficult even for experts. **UNDERSTANDING THESE RISKS, I ASSUME THESE RISKS AND AGREE THAT THE ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AS SET FORTH ON THE OTHER SIDE OF THIS PAGE APPLIES EQUALLY TO THE RISKS INVOLVED IN CLASS V RAPIDS.**

I warrant that I have previous rafting experience and am fully qualified to run any Class V rapids.

Signature of Participant _____ Print Name _____