**MONUMENTAL EXPEDITIONS**

***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 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 legal guardian when the Participant is under the age of 18. "Released Parties" mean **MONUMENTAL EXPEDITIONS** and any of it's respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. 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).

2. **Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The 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 instruction, lack of communication, lack of medical attention or equipment, choice of rafting course, choice of difficulty of rapids, negligence of guides or other participants, changing weather conditions, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, slippery terrain and falling, changing and unpredictable currents, holes, drowning, exposure, swimming in cold water rapids, overturning, improper use of or lack of equipment, jumping off rocks, wildlife, 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(s), Participant's poor health or physical condition, and mental distress from exposure to any one of the above. THE 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, the Undersigned agree as follows:

(a) Release. THE 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, premises liability, tort claims, breach of warranty, statutory violations and breach of contract.

(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. The 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. The Undersigned acknowledges that participation in the Activity is voluntary. The Undersigned also acknowledge that Participant is physically and mentally capable of participating in the Activity. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

4. **Minor Acknowledgment.** 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, the parent or legal guardian understands that he/she is also waiving 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 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 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 legal parent or guardian of the minor Participant.

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.** The 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 Chaffee County, Colorado or the federal court of the State 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 PRIOR REPRESENTATIONS ABOUT THE ACTIVITY ITSELF OR THE SAFETY THEREOF; (d) the Undersigned is voluntarily and fairly entering into this Agreement. 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 intent of the Undersigneds 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 LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

| Printed Name of Participant | Signature of Participant | Date | Birthday |
|---|---|---|---|
| Printed Name of Parent/Legal Guardian | Signature of Parent/Legal Guardian | Date | Birthday |

| Address | City | State | Zip |
|---|---|---|---|
| Telephone | Email | | |

Emergency Contact: _____

Printed Name Telephone NAME/RELATION