

NOAH'S ARK WHITEWATER RAFTING COMPANY PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

In consideration of the services of Noah's Ark Whitewater Rafting Company, its agents, owners, officers, volunteers, participants, employees, related parent, sister, and subsidiary companies, including specifically (but not limited to) d/b/a Noah's Ark Adventure Program, Ltd., Browns Canyon Adventure Park, LLC, Browns Canyon, LLC and all other persons or entities contracted by any of these companies or acting in any capacity on its behalf (hereinafter collectively referred to as "N.A."), I hereby agree to release and discharge N.A. on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. Inherent Risks I acknowledge that any adventure activity such as rafting/canoing, rock climbing, hiking, backpacking, or ropes/zip/challenge courses entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in these activities. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in N.A. events/activities.** I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while participating in adventure activities.

The inherent risks associated with the rafting trip in which I am about to participate include, but are not limited to: encountering whitewater rapids and changing water flows and the possibility that I will be jolted, jarred, bounced, thrown to and fro and shaken about during rides through some of these rapids or changing water flows; it is possible that I could be injured if I come in contact with food boxes, oars/paddles, other storage containers, or other fixed equipment necessary to the operation or outfitting of the raft; there may be errors in food storage or preparations; I recognize there are foot cups or foot holds in watercraft which may assist in stabilizing or holding myself or others in the watercraft but which may present an increased risk of knee, ankle or other injury as a result of restricted movement; the raft may break down or be faulty; it is possible that loss of control of the raft could occur resulting in collision or capsizing or sinking and that if a raft turns over or flips I could be "washed" overboard; rafts are slippery when wet and are naturally unstable so that I could slip and fall or be knocked out of the raft even in flat or non-moving water; while in the water I may become disoriented, panicked and/or experience trauma from rocks, boulders, etc; I can slip or fall during hiking or portaging or getting to and from the raft and I understand that the areas in which I might hike sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc.; the raft or any portion of it may collide with or encounter other rafts, man-made or natural objects including submerged or semi-submerged trees, rocks, branches, boulders, bridges, etc.; accidents can occur getting on and off the raft. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in N.A. events/activities.**

I acknowledge that any form of ropes, climbing facilities, zip lines, or ropes/challenge type activities (collectively 'ropes/zip/challenge') courses or programs entail known and unanticipated risks that could result in physical or emotional injury, death, damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities - in this case ropes/zip/challenge courses - is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that, a condition of my participation in or use of the N.A. ropes/zip/challenge course is that I wear a helmet, harness and belay device. Failing to use or properly use safety type equipment such as harnesses or helmets increases my risk of injury or of not surviving an accident or incident while using or participating in ropes/zip/challenge courses and N.A. is not responsible for anything that might result from my failure to use or properly use any safety type equipment. I understand and acknowledge that the N.A. ropes/zip/challenge course has specific weight parameters/restrictions; **participants must weigh at a minimum of fifty (50) pounds and may weigh no more than a maximum of two hundred seventy-five (275) pounds.** I certify that I am within the N.A. ropes/zip/challenge course weight parameters/restrictions.

I specifically acknowledge that the inherent risks associated with ropes/zip/challenge activities using fabricated structures, surfaces, towers and platforms, cables or ropes includes, but is not limited to: falling off the climbing structure, being hit by my swinging apparatus, falling on or being impacted by other participants, hanging from a belay cable, poor or improper belaying or other techniques, the possibility that I will be jolted, jarred, bounced, thrown to and fro or shaken about while on the ropes/zip/challenge course, that I may lose my balance or grip, I may encounter slippery or wet equipment, becoming entangled in ropes, impacting the ground and/or climbing apparatus or ropes, encountering loose or dropped or damaged ropes or holds, equipment failure, improperly maintained equipment, displaced safety equipment, belay or anchor or harness failure, general slips/trips/falls or painful crashes while using any of the equipment or climbing structures or landing platforms or the premises at large, climbing out of control or beyond my or another participants' limits, the negligence of other climbers or spotters or visitors who may be present, participants giving or following inappropriate climbing advice or move sequences, my or another's failure to follow the rules of N.A., and my own negligence or inexperience. Ropes/zip/challenge activities can be strenuous and people with heart or cardiovascular ailments should not participate. In addition, people with neck or spinal restrictions should exercise great caution in choosing this activity as strains and sprains are common where participants will be jumping, swinging, climbing and moving with their full weight hanging from their

hands and arms during portions of this activity. By signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that **I AM ULTIMATELY RESPONSIBLE FOR MY OWN SAFETY** during my participation in the N.A. adventure.

I acknowledge that, in the remote locations used by N.A., participants may experience extreme **environmental** and/or weather conditions. Exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, hypothermia or fatigue, frostbite and high altitude illnesses (HAPE and/or HACE), some or all of which may diminish my or the other participants ability to react or respond; I understand that prolonged exposure to cold water can result in "cold water immersion" syndrome or "cold shock," hypothermia and in extreme cases death. Common (sometimes life threatening) injuries for these types of activities include, but are not limited to the following; strains, sprains, burns, fractures, cuts, and/or wounds and trauma to the head or body. Participants may encounter dangerous wildlife or insects. Delays or inconvenience because of inclement weather, including but not limited to low visibility, high winds, heavy rain or snow, storms or lightning, extreme temperature variations, etc., can occur. Communication in the terrain used by N.A. for its activities can be difficult and in the event of an accident, rescue and medical treatment may be significantly delayed or unavailable. As in all activities which are part of the N.A. adventure, N.A. or its staff may misjudge some of these issues.

I acknowledge that I may choose to participate in activities that are provided by **other vendors or operators** over which N.A. has no control. Those activities are incidental to the activities provided by N.A. and may involve errors in judgment by the other vendors or operators for which N.A. can bear no liability. I acknowledge that N.A. is not a "Common Carrier" but rather is in the adventure trip (rock climbing, hiking, rafting, backpacking, etc.) business. Transportation to and from activities is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by N.A. and/or N.A. employees and may involve errors in judgment by N.A. staff operating the vans, buses, cars or other transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. Transport may be provided by independent contractors to N.A. and may involve errors in judgment by those independent contractors.

I understand and expressly acknowledge that I have responsibilities, including the responsibility for my own safety while participating in any or all of the activities associated with or provided by N.A. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise N.A. of anything which I consider to be unsafe or to refuse to participate. Furthermore, N.A. guides/staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by guides/staff and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that can not and should not be associated with fault at a later point in time.

2. Express Assumption of Risk As lawful consideration for being allowed to participate in activities offered by N.A., I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity. My/our participation in this activity is purely voluntary, and I/we elect to participate in spite of the risks. I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will.

3. Release and Waiver of Rights Including for Claims of NEGLIGENCE On behalf of myself and any of the children for which I am responsible I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless N.A. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my/our use of N.A.'s equipment or facilities, including any such Claims which allege negligent acts or omissions of N.A.

4. Indemnity Should N.A. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless (in other words, I agree to pay for...) for all such fees and costs.

5. Personal Skill & Insurance I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the activities offered by N.A. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves.

6. Medical Issues I agree on behalf of myself and any of the children for which I am responsible that, in the event that N.A. deems it necessary to administer emergency first aid or CPR or to remove me/us from its activities or premises or from the field or to seek emergency medical care for me/us that, by signing this document, I/we are giving N.A. permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me/us to any health care provider which may become involved in my/our care, treatment or removal from the field. By signing this document I/we are

waiving any right to object to or bring any type of action or claim against N.A. for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information It may have about me/us to any health related person who becomes involved in my/our care or removal from N.A. activities or the field.

7. Photographic Assignment I understand that the N.A. reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and on behalf of myself and any of the children for which I am responsible I/we here by agree that N.A. may use such records for promotional and/or commercial purposes without any remuneration to me. I/we hereby assign all right, title and interest I/we may have in or to any and all media in which my name or likeness might be used by N.A.

8. Release as Contract and Personal Capacity On behalf of myself and any of the children for which I am responsible I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Idemnity Agreement are contractual in nature and that I/we are signing it of my/our own free will. I /we expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of my/our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with N.A.

9. Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc. In the event I/we file a lawsuit against N.A., I/we agree to do so solely in the State of Colorado, and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that states and I/we hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Colorado courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and N.A. and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims that I/we might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I acknowledge for myself and any of the children responsible for that if anyone is hurt or property is damaged during my participation in this activity, I/we may be found by a court of law to have waived my/our right to maintain a lawsuit against N.A. on the basis of any claim from which I/we have released them herein.

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

Participant Signature: _____ Printed Name: _____
Address: _____ E-mail: _____
City: _____ State: _____ Age: _____
Country: _____ Postal Code: _____ Phone #: _____ Date: _____

Parents or Guardians Additional Indemnification and Signature
(Must be completed for participants under 18 years of age)

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that N.A. relies to its detriment on this representation. In consideration of my child or ward ("Minor") being permitted by N.A. to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless N.A. 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 Signature: _____ Printed Name: _____ Date: _____
Parent Signature: _____ Printed Name: _____ Date: _____
Address: _____ E-mail: _____ Phone: _____
City: _____ State: _____ Country: _____ Postal Code: _____

ADDITIONAL TRIP INFORMATION

Participant Name: _____

Trip Date: _____

Reservation Name: _____

All participants must fill out the following information:

1. The following is a **nonexhaustive** list of medical conditions that could potentially be exacerbated by the activities at Noah's Ark, **especially intense exercise and swimming, cold water immersion and hypothermia**. If you currently have, or have a history of, any of the following medical conditions, or others that you are in question about, we **recommend** you consult with your Health Care Provider prior to your trip at Noah's Ark.

1. Chronic cardiovascular disease (i.e. history of heart attack, heart failure, atrial fibrillation or other dysrhythmia, peripheral vascular disease, history of stroke, etc.)
2. Current pregnancy
3. Bleeding or clotting disorders, or currently taking any strong blood thinners
4. Seizure disorders
5. Chronic pulmonary disease (i.e. asthma, COPD, pulmonary fibrosis, etc.)
6. Severe environmental, food, or medication allergies
7. Diabetes
8. Chronic joint or back/neck injuries; including history of prior orthopedic surgeries
9. Altitude related conditions
10. Any other condition that may limit your ability to safely participate in intense exercise, and/or contribute to your own self rescue.

I agree to consult with my Health Care Provider if I have any of the above conditions AND to inform my **Trip Leader** and **Guide** at Noah's Ark prior to participating in any activities.

CIRCLE ONE:

YES I have one, or multiple, of the above medical conditions.

NO I **do not** have ANY of the above medical conditions.

If **YES**, please describe:

2. Do you have previous whitewater rafting experience?

CIRCLE ONE: YES NO

3. Emergency Contact:

Name

Relationship

Phone Number