

**ROYAL GORGE RAFTING & ROYAL GORGE ZIP LINE TOURS RELEASE OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT READ CAREFULLY. THIS  
IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

**1. Definitions.** The person who is participating in any 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 Royal Gorge Rafting Inc., Royal Gorge Zip Line Tours Inc. Royal Gorge Vacation Rentals; AJET Inc. White Water Bar & Grill Inc. or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders—including Fremont County, CO, the City of Canon City, CO. The "Activity" means taking part in or participating in any activity offered or sponsored by Released parties or their affiliates, including but not limited to: rafting; zip lining; kayaking; hiking; camping; mountain biking; rock climbing; sponsored or hosted events of any nature; renting and using equipment; traveling to and from activity sites; and activities on or use of lodging or 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. 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, exertion and exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication; equipment malfunction or defect, improper use of equipment; man-made and natural obstacles, lack of medical attention or equipment, negligence or poor decisions of guides or other participants, choice of courses, encountering dangerous wildlife, insects, flora & fauna; changing weather conditions, changing weather and terrain conditions; heat exhaustion and sunburn; driving to and from the Activity site(s), Participant's poor health or physical condition, known or latent health conditions, including cardiac conditions, mental distress or panic from exposure to any of the above, and misunderstanding or underestimation of risks and activities.

In addition, risks specific to rafting include, but are not limited to: drowning; heart attack, shock, hypothermia, dehydration, heat exhaustion and sunburn; risks that may arise due to being ejected from a raft and being immersed in cold water; choice of rafting trip or course; misjudgment of difficulty of rapids; negligence of guides or other participants; misjudgment in food storage or preparations; changing water conditions; hidden underwater obstacles, trees or above water obstacles; coming into contact with equipment; slippery terrain and falling, changing and unpredictable currents; swimming in cold water rapids; overturning; 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 other objects; driving to and from the Activity site(s); and Participant's poor health or physical condition, mental distress from exposure to any one of the above and latent health conditions which may increase the chances of injury or death.

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 Undersigned have or which could be asserted on behalf of Undersigned in connection with 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) **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 acknowledges that participation in the Activity is voluntary. Undersigned also acknowledge that Participant/s is/are physically and mentally capable of participating in the Activity, yet there is a possibility that Undersigned may underestimate his/her own abilities, and may have physical or mental conditions that may increase chances of injury or death. 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, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE AND ASSUME ALL RISKS AND DANGERS OF PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT KNOWN, DESCRIBED ABOVE, INHERENT, OR OTHERWISE.
- (c) **Indemnification.** Undersigned 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 Undersigned shall survive the period of Participant's participation in the Activity.

**4. Equipment Rental.** Rented equipment is rented "as is" and with no warranties, express or implied. Undersigned accept full responsibility for the care of any rented equipment during the rental period. Undersigned agree to pay for any damage that occurs to the rental regardless of the circumstances under which such damage may occur. Undersigned agree to pay for any lost rental income for the period the equipment is out of service due to damage for which Undersigned is responsible. Undersigned agree to pay for any costs incurred in vehicle retrieval for non-mechanical reasons. Undersigned agree that Released Parties are authorized to charge Undersigned's credit card for any sums owed.

**5. Minor Acknowledgment.** 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.

**6. Medical Care.** Undersigned authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related medical transportation.

**7. Media Release.** Undersigned hereby grants Released Parties the absolute and irrevocable worldwide right, license and permission, without additional cost, to use Participant's name, likeness, image, voice, and audio footage or film (collectively referred to as "Media") obtained during Participant's participation in the Activity. The Undersigned hereby agrees that all right, title, interest and ownership, including copyright, in and to any tangible work in any Media containing Participant's image obtained shall be owned exclusively by Released Parties. Undersigned agrees that as owner of any such Media, Released Parties shall have the exclusive right to exercise all rights granted under copyright protection relative to the Media. Finally, Undersigned releases Released Parties from any and all claims and demands arising out of or in connection with the use of such Media.

