WILDERNESS AWARE, INC - PARTICIPATION, WAIVER AND RELEASE AGREEMENT

Please Read Carefully Before Siguing - This is a Release of Liability and Waiver of Certain Legal Rights

In consideration for my being permitted by Wilderness Aware, Inc. to participate in a whitewater river raft trip, I agree to the following waiver and release: I acknowledge that white water river rafting, biking, and horseback riding activities have inherent risks, hazards and dangers that cannot be eliminated. **I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:**

(1) risks arising from any activities in areas where no outside services are available or provided; where rescue and emergency medical care and services, if available at all, are limited and will be slow to respond; where land and river conditions vary, are not maintained or controlled and are unpredictable and changeable; where hazards and dangers may not be obvious, visible, or predictable; where weather is changeable and unpredictable; risks from biking including changeable terrain and unmaintained trails; and risks associated with the unpredictable nature of horses and equine activities that take place on trails and in uncontrolled rugged terrain;

(2) risks involved in negotiating rafts around, through or over obstacles; risks involving collisions with river hydraulics, boulders, logs, other participants, and other manmade and natural objects where water hazards that exist in a wild river environment may not be obvious; risks where control of the raft may be lost, paddles lost, oars broken, or other equipment fails; and risks associated with the decision-making and conduct of guides of river rafting trips;

(3) risks involved with riding in a raft, falling out of rafts and with overturning rafts, including not limited to risks associated with colliding with and being caught by river hydraulics, rocks, logs, and other manmade and natural objects in, on, over, or adjacent to rivers; risks from being caught under the raft and being unable to escape, being separated from the raft, immersion in cold and freezing swift flowing river water, hypothermia (significant loss of body temperature), and drowning;

(4) such other risks, hazards and dangers that are inherent in and integral to river rafting including without limitation those associated with swimming, diving, hiking, climbing, fishing, biking, horseback riding and transportation to and from the sites of the activities.

I have read and understand the information provided by Wilderness Aware, Inc. regarding recreational activities and travel to and from the areas for such activities and also acknowledge that Wilderness Aware, Inc. staff will provide a safety talk to participants and has been available to more fully explain to me the risks, hazards and dangers of river rafting, biking and horseback riding (collectively referred to as 'recreational activities'). I understand that participation in the travel to and activities in an outdoor environment may require good physical conditioning and a degree of skill and knowledge different from other activities. I understand that the inherent risks, hazards and dangers listed are only a partial description of those that may exist. **I AM VOLUNTARILY PARTICIPATING IN THE RIVER RAFTING AND OTHER RECREATIONAL ACTIVITIES OF WILDERNESS AWARE, INC. WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ACKOWLEDGE, ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH AND STATE THAT I HAVE THE PHYSICAL AND MEDICAL CAPABILITY TO PARTICIPATE IN THE PROVIDED ACTIVITIES.**

This release shall also serve as a Model Release. I give the right to Wilderness Aware, Inc. to use my image in marketing and promotional materials.

Lastly, for myself, my heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS WILDERNESS AWARE, INC.** its directors, officers, shareholders, agents and employees, and City of Canon City (collectively "Wilderness and City") from and against any and all claims, actions, causes of action, demands, liabilities, suits, damages, losses, costs, expenses (including reasonable attorney's fees) and **ORDINARY NEGLIGENCE** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, pain, suffering, mental anguish, emotional distress, injury, paralysis, or death to me or my property as a result of my participation in the river rafting, biking or horseback riding activities of Wilderness Aware, Inc., the use of its equipment and the traveling to and from areas for recreational activities, whether such damage, loss, pain, suffering, mental anguish, emotional distress, injury, paralysis or death results from the **ORDINARY NEGLIGENCE** of Wilderness or City, or from some other cause. **I FURTHER AGREE NOT TO SUE WILDERNESS OR CITY AS A RESULT OF ANY INJURY, PARALYSIS, OR DEATH THAT MAY OCCUR WHILE PARTICIPATING IN ITS ACTIVITIES.** The venue for any dispute arising between the parties shall be in a court of competent jurisdiction in the Town or Buena Vista or Chaffee County, Colorado. This release is intended to be a comprehensive release of liability but is not intended to assert defenses that are prohibited by law.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS PARTICIPATION, WAIVER AND RELEASE AGREEMENT AND UNDERSTAND THAT NEITHER I NOR ANY MEMBER OF MY FAMILY OR OTHER PERSON ACTING THROUGH ME WILL HAVE THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST WILDERNESS OR CITY.

Participants Signature

Date

Print Participant Name

Mailing Address

City State Zip

Phone Number