

Adventure West Inc. Tubing Waiver and Release of Liability

Read this document carefully. It informs you of the risks associated with tubing. It is also a waiver and release of legal rights.

NAME OF PARTICIPANT/GUARDIAN: _____ D.O.B. _____

Minor's Name (Print) _____ D.O.B. _____ Minor's Name (Print) _____ D.O.B. _____

Minor's Name (Print) _____ D.O.B. _____ Minor's Name (Print) _____ D.O.B. _____

DATE: _____ PHONE NUMBER: _____

ADDRESS: _____

(STREET) (CITY) (STATE) (ZIP CODE)

I, the above-named Participant, being above age eighteen, and/or the parent or legal guardian of the above-named person who is under age eighteen, in consideration of the services of Adventure West Inc., ("Adventure West"), including use of river tubes, personal flotation devices or "PFDs," and helmets (the "Equipment") agree with Adventure West and the Released Parties described below as follows:

- I understand Tubing is a recreational activity.** I agree that river or creek tubing and related activities, including shuttle-van or other motor vehicle transportation to "put-in" locations, (the "Activity" or "Tubing") are recreational, and that they serve no public purpose and do not involve a public duty.
- I understand that I have substantial personal responsibility related to Tubing.** I certify that I can swim, as can my children if any. I certify I am physically and mentally fit to engage in the Activity, as are my children if any. I agree to wear a helmet and lifejacket, have my children (if any) wear a helmet and lifejacket, and that if I refuse helmets or life jackets included with my rental for myself or children (if any), that I do so at my own risk. I certify that I have familiarized myself with the conditions of the waterway and the weather forecast for the duration of use of the Equipment and the Activity. If I use Adventure West's shuttle services, I will wear, and my children (if any) will wear, a seat belt during the duration of any shuttle ride.
- I have been informed there are risks inherent in the Activity.** I acknowledge and agree that Tubing is hazardous and involves substantial risk of damage to personal property and serious physical injury, including brain injury, drowning, hypothermia, paralysis, permanent disability, whiplash, and death as well as minor injuries including scrapes, bruises, and abrasions. The risks of the Activity also include changing weather conditions; cold-water immersion; hidden underwater obstacles, trees, or other above water obstacles; changing and unpredictable currents, including regular white water rapids; exposure; swimming; overturning; entrapment of feet or other body parts under rocks or other objects; equipment malfunction; failure to wear safety equipment; wet or uneven surfaces; slips; trips; falls; collisions with other waterway users, inanimate objects, or wildlife; and motor-vehicle malfunction and collisions. I understand that these risks may be caused by my own actions, the actions of third parties, or the actions of Adventure West and the Released Parties described below. I understand that Adventure West is a rental company and does not control any waterway or surrounding areas.
- I consent to and assume the risks above and beyond those inherent in the Activity.** I understand that the description of risks in this agreement is not complete. I agree there may be other risks either known or unknown to me or not readily foreseeable at this time. I voluntarily chose to participate in and expressly assume all risks and dangers of the Activity, whether or not described here, known or unknown, inherent or otherwise.
- I agree to Release Adventure West and the Released Parties from claims resulting from the Activity.** I, on behalf of myself and my child if any, hereby voluntarily release, indemnify, and forever discharge Adventure West, its agents, shareholders, officers, directors, and employees, contractors, and instructors, (the "Released Parties") from any and all liability, claims, demands, actions, damages, injury to persons or property, which are in any way related to my participation in this Activity, including the alleged or actual negligent acts or omissions of Adventure West and the Released Parties. This release includes suits brought on my or my children's (if any) behalf by any third party.
- I agree that claims arising from this agreement must be arbitrated.** I agree I will first attempt to resolve any claim related to the Activity through good-faith negotiation with Adventure West. If good-faith negotiation fails, I agree that any claim arising from the Activity or this agreement must be resolved in binding arbitration with the Judicial Arbitrator Group in Denver, Colorado, if available, subject to the American Arbitration Association's Commercial Rules. The arbitrator, not a court, is solely empowered to determine the question of whether the dispute is subject to this clause, *i.e.* arbitrability. Any dispute related to or arising from this agreement or Activity will be governed by Colorado law.
- I agree to Adventure West Inc.'s policies and to follow local laws.** I agree to comply with all instructions of Adventure West staff in connection with the Activity. I understand failure to follow directions may end my participation in the Activity without reimbursement or cancellation of fees paid or owed. **I understand that the use or possession of drugs or alcohol is prohibited before and during the Activity and will be grounds for removal from the Activity without reimbursement.** I also agree to follow any local laws, regulations, signs, and instructions.
- I agree Adventure West can use images of me taken during the Activity.** By participating in or attending the Activity, I consent to the use of any photographs or film taken of me during the Activity for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same.

By signing, I acknowledge that I have read and understood the terms of this release and that I am voluntarily giving up substantial legal rights, including the right to sue Adventure West and the Released Parties. I understand that this is the entire agreement between Adventure West and me and my children if any.

Signature of Participant (18 & over) or Guardian: _____ Date: _____