

Rocky Mountain Outdoor Center –Release Total # of Family Members Covered by This Release: _____

228 North F Street, Salida Co. 81201 Phone: (719) 539-4680

Participant: _____ Age: _____ Phone: (____) _____

Address: _____ City: _____ State: _____ Zip: _____

River Section / Trip Date: _____

Names and ages of family member participants under 18: _____

1. ACKNOWLEDGMENT OF RISKS. By signing this document, I acknowledge that participation in whitewater river trips, rock climbing, hiking, mountain biking, snowshoeing, ice climbing, mountaineering, skiing, backpacking, and float fishing has risks including, but not limited to: rapids, cold water, the possibility of the boat flipping, one or more passengers otherwise being washed or knocked from the boat into the river, impact with equipment, rocks, other people, foot entrapment; risks including rough trails, poisonous plants and animals; blizzards, white-outs, avalanches, hypothermia; exposure to sun, heat, weather including, cold, rain, and snow, and mechanical breakdown of bicycle, loose rocks, falling, equipment failure; and the possibility of mental distress from exposure to any one or more of the above listed risks and others. I acknowledge that guides have difficult jobs to perform and are limited by the information given by participants and that weather, elements, and terrain are difficult to judge, and equipment might malfunction. I AM AWARE THAT I WILL BE PARTICIPATING IN A HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, LOSS OF ANY KIND, OR DEATH.

_____ (Initials)

2. HIGH WATER AND WILDSIDE! RISKS. If I am participating in a high water or Wildside! river trip, I acknowledge that the risks may increase substantially, specifically including, but not limited to, increased chances of encountering debris, log jams, flipping the raft, being knocked out of the raft, and increased force of impact with rocks and waves. Further, I acknowledge that the water level of the river on this trip may exceed the recommended limits of the Colorado Department of Parks and Outdoor Recreation in the Arkansas Headwaters Recreation Area, and I accept and understand the increased risks. I acknowledge the need for self-rescue may arise, including, but not limited to, swimming in extreme whitewater, pulling oneself up out of the river, and scrambling over rough terrain. I represent that I am in good physical condition and that I am a proficient swimmer. High water trips in the Royal Gorge and Numbers are restricted to participants over 18 years old; Wildside! trips are restricted to participants over 14 years old.

_____ (Initials)

3. RELEASE. In consideration of being permitted to participate on this trip conducted by Buskist Holdings, Inc. dba. Rocky Mountain Outdoor Center and RMOC, I, for myself, my spouse, legal representatives, heirs, and assigns, hereby release, waive and discharge Buskist Holdings Inc., their officers, members, employees, directors, and shareholders and the City referred to as "Releasees", from all liability to me, my spouse, legal representatives, heirs and assigns, for any and all loss or damage, and any claim or damages resulting there from, on account of injury to my person or property, even injury resulting in my death, whether caused by the negligence of Releasees, or otherwise, while I am participating in the trip, its transportation, and conducting business on the business premises of Releasees. I further release all officials, professional personnel and Releasees described above from any claim whatsoever on account of first aid treatment or service rendered me during my participation in the trip. I further release the use of my image for promotional materials.

_____ (Initials)

4. MEDICAL DISCLOSURE. Please describe any medical conditions that you may have that would affect your ability to participate in this trip including your ability to swim in cold water, hike, bike, climb, lift moderately heavy objects, paddle, assist in rescue situations, and all medical conditions that may necessitate emergency care, or effect the rendering of first aid such as infectious diseases, bee sting allergies, diabetes, etc.:

If NONE, check here: _____ (Initials)

5. WETSUIT. I acknowledge that I have been offered the option to rent a wetsuit for any river trip, and acknowledge Rocky Mountain Outdoor Center's recommendation to do so for early season trips and for those who have special concerns in regard to exposure to cold water. I acknowledge that wetsuits are mandatory for high water trips and Wildside! trips.

_____ (Initials)

6. GENERAL PROVISIONS. (a) Should Releasees be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. (b) Any dispute involving these matters shall be governed by the laws of Colorado with venue in Chaffee County, Colorado. (c) I agree to indemnify Releasees for any incurred loss, liability, damage or cost caused by me or my participation on this trip. (d) Rocky Mountain Outdoor Center reserves the right to terminate the trip at its discretion at any time for any one or more participants. (e) This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I have carefully read the foregoing and know and understand the contents and sign as my own free act. NOTE: The signature of a parent / guardian is required for all participants under 18 years old.

Participant's Signature: _____ Date: _____

In an emergency, notify (print): _____ Phone: (____) _____

If participant is under 18, Parent or Legal Guardian must sign: _____