



# Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, Browns Canyon Adventure Park, LLC

In consideration of the services of Browns Canyon Adventure Park, LLC, together with its agents, owners, officers, volunteers, booking entities, employees, related parent, sister and subsidiary companies, including specifically (but not limited to) Noah's Ark Whitewater Rafting Co., and Browns Canyon LLC and all other persons or entities acting in any capacity on its behalf (hereinafter collectively "BCAP"), I hereby agree to release and discharge BCAP on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks** 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 BCAP 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 BCAP 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 BCAP ropes/zip/challenge course has specific weight parameters/restrictions; **participants must weigh at a minimum 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 BCAP 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 of the climbing structure, being hit by 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 BCAP, 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.

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 BCAP. I also acknowledge that I have the responsibility to inspect any and all facilities or equipment to be used and to immediately advise BCAP of anything which I consider to be unsafe or to refuse to participate. Furthermore, BCAP employees, agents and **guides have difficult jobs to perform.** They seek safety, but they are not infallible. They might be ignorant of my or another participant's fitness or abilities. 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 often based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time.

**Exposure to the natural elements** while participating in a BCAP activity can be uncomfortable and/or harmful. Changing weather

conditions, storms, snow rain etc. are possible; 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, some or all of which may diminish my or the other participants' ability to react or respond. I may encounter dangerous wildlife, insects, etc.; communication in the terrain in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. As in all activities which are part of the BCAP adventure, BCAP or its staff may misjudge some of these issues. 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 BCAP adventure.

2. **Express Assumption of Risk** As lawful consideration for being allowed to participate in activities offered by BCAP, 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 BCAP 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 BCAP's equipment or facilities, including any such Claims which allege negligent acts or omissions of BCAP

4. **Indemnity** Should BCAP 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 necessary to enforce this agreement.

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 BCAP 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 BCAP 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 BCAP 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 BCAP 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 BCAP activities or the field.

7. **Photographic Assignment** I understand that the BCAP 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 hereby agree that BCAP 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 BCAP.

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 Indemnity 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 BCAP.

9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I/we file a lawsuit against BCAP, 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 state 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 contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and BCAP 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 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 I am 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 BCAP 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 (ALL 3 PAGES).  
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: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_ Age: \_\_\_\_\_ 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 above; 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 BCAP relies to its detriment on this representation. In consideration of my child or ward ("Minor") being permitted by BCAP to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless BCAP from any/all claims which are brought by, or on behalf of Minor, and which are in any way connected with Minor's use or participation.

Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Address: \_\_\_\_\_  
E-mail \_\_\_\_\_ Phone: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

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. Do you have any medical condition, of which we should be aware, or any medical or physical condition that would affect your ability to meet the physical demands of the activity or activities you are participating in with Browns Canyon Adventure Park?

**CIRCLE ONE:**          YES          NO

If YES, please specify condition:

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- 2. Contact Person in case of an emergency:

\_\_\_\_\_

*Name*

*Relationship*

*Phone Number*