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IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

Colorado Discover Ability has done everything possible to assure that our guests experience a safe and fun rafting experience. We wish to inform our guests that a river trip is **not risk free**. The same elements that contribute to the unique character and fun of a rafting and or kayaking trip, such as "shooting the rapids" or "living out-of-doors" can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death.

We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks.

We ask that you read this, sign it, and return it to your trip leader or to our office.

ACKNOWLEDGMENT OF RISK

There are many rapids to be experienced on the trip. Passengers can be jolted, bounced, and otherwise shaken about during rides through some of these rapids. It is possible that passengers could be injured if they hit equipment, storage containers, other passengers or other objects. Equipment may break or malfunction causing loss of property or injury.

Rafts/kayaks may turn over in the rapids causing: prolonged exposure to cold water leading to hypothermia, injury, or death. Injuries can be sustained after the passenger is in the water such as from items floating in the river or in the riverbed. Drowning is always a possibility whenever you are around water. Participants can be washed or thrown overboard in the rapids, which can result in any of the above injuries or death.

Accidents can occur getting on and off the raft &/or kayak. Rafts &/or kayaks are sometimes slippery when wet. You might slip and fall when entering the raft &/or kayak, in which case you might damage or loose equipment you are carrying (such as cameras, or glasses). You might injure yourself by falling against some object in or around the boat, or on the shore. Rafts &/or kayaks get hot in the sun, you might burn yourself when you climb aboard or sit on the side of them. Rafts &/or kayaks may drift a distance from the shoreline when you are trying to climb on or off causing you to fall in the river, or drop equipment in the river. You may be asked to help push the boat from shore into deeper water that could injure your back, over-stress your heart, or otherwise injure yourself in doing so. You may be asked to help with tying the raft &/or kayak when you pull into shore. The raft &/or kayak could float downstream and the rope could pull through your hands causing "rope burns" or abrasions. You might trip over rocks, stumps or other debris on shore while trying to hold the raft &/or kayak or while trying to tie it to a suitable object on shore.

Accidents can occur during off-river travel. Trails are often steep, rocky, and slippery. Hikes involve crossing streams, where footing can be awkward. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, outdoor, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury.

If I am in any type of kayak I understand my chances of swimming or being in the river are much higher and as such the possibility of an injury is possibly higher.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while on a raft &/or kayak trip. Most of these injuries are rare and you are not likely to encounter them, however they have

occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

I certify that my family, including minor children and myself are fully capable of participating in the raft trip. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of Colorado Discover Ability. I also understand that Colorado Discover Ability reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the raft&/or kayak trip.

PLEASE INITIAL _____

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless Colorado Discover Ability, their agents, volunteers and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Colorado Discover Ability, their agents, volunteers and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Colorado Discover Ability or my family, myself, or my heirs, against Colorado Discover Ability arising out of participation in this program. In short, I cannot sue Colorado Discover Ability and if I do I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be in Mesa County, Colorado. The terms of this agreement shall continue and be in effect after the whitewater-rafting trip has ended.

As liquidated damages, I hereby agree that if Colorado Discover Ability is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Colorado Discover Ability costs and attorney fees if they successfully defend such action, lawsuit or litigation.

I authorize and release to Colorado Discover Ability the use of my image in any photograph or video recording for any purpose of Colorado Discover Ability.

I have adequate health, disability and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

The whitewater rating for the trip we will be undertaking is a Class _____ .

I, (print) _____ , of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family

this _____ day of _____ 20 ____ .

A copy of this release can be used as if it was an original.

**COLORADO DISCOVER ABILITY INTEGRATED OUTDOOR ADVENTURES AND DS/USA
INSURANCE WAIVER & RELEASE OF LIABILITY FORM and MEDIA RELEASE FORM**

Please note: There are two places on this sheet that require a signature

In consideration of being allowed to participate in any way in COLORADO DISCOVER ABILITY INTEGRATED OUTDOOR ADVENTURES and DISABLED SPORTS USA's programs, related events and activities, I and/or the minor participant, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:

1. Agree that prior to participating, I will inspect, or if a parent and/or legal guardian I will instruct the minor participant to inspect, the facilities and equipment to be used, and if I believe, to the best of my ability, that anything is unsafe, I and/or the minor participant will immediately advise COLORADO DISCOVER ABILITY of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that I and/or the minor participant, will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result only from my own actions, inactions or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks not known to me or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue COLORADO DISCOVER ABILITY and DISABLED SPORTS USA, its affiliated clubs, their representative administrators, directors, agents, coaches, other employees, and volunteers of the organization, other participants, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

X _____
Participant's Name (PLEASE PRINT CLEARLY) Signature Date

FOR PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

X _____
Parent/Guardian's Signature & Emergency Phone Parent/Guardian's Name (PLEASE PRINT CLEARLY) & Date

