

SCENIC RIVER TOURS
AKA: RUSSELL & BROWN

TRAINEE RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

**THIS IS A RELEASE OF LIABILITY AND A WAIVER OF LEGAL RIGHTS
PLEASE READ CAREFULLY BEFORE SIGNING**

1. The person signing this document is voluntarily agreeing to receive rafting guide training, and in consideration of same, is entering into this Agreement to release or “waive” liability; to acknowledge and assume risks inherent in the guide training activities and services offered by Scenic River Tours; and to defend, indemnify and hold harmless Scenic River Tours (and other Released Parties), from liability.

2. Definitions.

“Activities” mean rafting, boating, kayaking, paddling, fishing, swimming, wading, hiking, climbing on rocks and slopes, portaging and traveling to and from Activity site(s); Swiftwater rescue; use of equipment, facilities and premises of Released Parties; and all things related, ancillary or incidental to the Activities and all things related to rafting guide training for these Activities.

“Participant” means the person participating in the Activities and receiving rafting guide training and the person signing this Agreement.

“Released Parties” mean Scenic River Tours AKA: Russell & Brown and any of their respective owners, agents, employees, contractors, guides, managers, representatives, predecessors and/or successors in interest, affiliated or associated organizations and companies, parent and sister companies, assignees, officers, directors, members, and shareholders. “Released Parties” also means the Released Parties’ insurance carriers.

3. Risks of Activities.

The Activities offered by Scenic River Tours involve known and unknown, foreseeable and unforeseeable, inherent and incidental risks and dangers which could result in death, serious bodily injury, psychological injury, emotional distress, grief, property damage, economic damages, and possibly other injuries and damages not listed. The Participant acknowledges, understands and agrees that taking part in the Activities can be DANGEROUS AND INVOLVES THE RISK OF PHYSICAL AND PSYCHOLOGICAL INJURY AND/OR DEATH TO PARTICIPANT AND OTHERS.

Consequences from engaging in the Activities may include, but are not limited to: death, drowning, permanent injury, paralysis, traumatic brain injury, cardiac arrest, stroke, broken bones, torn ligaments, lacerations, bruising, anxiety, post-traumatic stress disorder, hypothermia, adverse reaction to cold water, dehydration, heat exhaustion, heat stroke, sunburn, injury or sickness from contact with animals, reptiles, insects or plants, foodborne illness, waterborne pathogens, contraction of viruses and/or illnesses (such as COVID) from contact with others, and other potential physical, psychological, mental or emotional injuries.

Injuries and death may occur as the result of Activities from circumstances too numerous to list. The Participant may slip or trip and fall; fall out of or be thrown from a boat or raft into the water; become entrapped in rocks, debris, “strainers” causing drowning or other injury; hidden underwater obstacles, trees or above water obstacles, coming into contact with equipment, rocks or terrain, unpredictable currents, holes, exposure, jumping or falling off rocks, carrying rafts and extreme physical exertion and exhaustion.

Contributing to or increasing the risks and dangers of the Activities include, but are not limited to: weather and water conditions; difficulties and challenges in rescue; being in remote locations; equipment failure or misuse; communication difficulties or failures; mental distress or panic from difficult or dangerous

situations; Participant's poor health or physical condition, or known or latent health conditions (including cardiac conditions); and misjudgment and underestimation of risks and abilities in comparison to water conditions and rapid classifications.

Contributing to or increasing the risks and dangers of the Activities may include poor decisions, mistakes or miscommunication of the Participant, other participants or trainees, or the Company, its managers, trip leaders, guides, trainers, and other staff. The Participant, other participants, the Company, its owners, managers, trip leaders, guides, trainers, and other staff may misjudge risks associated with weather, water and trip conditions. Company, its owners, managers, trip leaders, guides, trainers and the Participant may misjudge or overestimate Participant's and other participants' or trainees' abilities and risk tolerance both before and during Activities. The Participant or other participants or trainees may not fully understand description of Activities, instructions and warnings when given. The Participant and other participants or trainees may disregard instructions and warnings due to negligence, panic, not remembering, or not listening to the instructions and warnings when given. The Participant assumes the risk that Participant, other participants or trainees, the Company, and its owners, managers, trip leaders, guides and other staff may make mistakes that could cause, contribute or increase the risks and dangers of the Activities and release the Released Parties from liability for such mistakes. The Participant also acknowledges that he, she or they may be placed in situations for training purposes and simulate real world events and to practice skills and exercises necessary for the essential functions of being a rafting guide in the State of Colorado.

PARTICIPANT ACKNOWLEDGES AND UNDERSTANDS THAT THE DESCRIPTIONS OF THE RISKS LISTED ABOVE ARE NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITIES MAY INCLUDE OTHER KNOWN AND UNKNOWN RISKS.

4. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the Activities, which is totally voluntary, Participant agrees as follows:

(a) Release. PARTICIPANT IRREVOCABLY AND UNCONDITIONALLY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Participant have or which could be asserted on behalf of Participant in connection with Participant's participation in the Activities, including, but not limited to, claims of common law negligence, statutory negligence, negligence *per se*, negligent misrepresentation, and other tort claims, including premises liability, products liability, breach of warranty, breach of fiduciary duty, breach of local, state and federal laws, breach of contract and wrongful death.

(b) Assumption of Risk. Participant chooses participation in the Activities knowing and assuming that there are dangers and risks associated with the Activities (as noted above) and that DEATH AND/OR INJURIES may result from participating in the Activities. Participant acknowledges that DEATH AND/OR INJURIES may be caused or exacerbated by the mistakes, negligent acts, omissions, representations and carelessness of the Released Parties. Participant acknowledges that participation in the Activities is voluntary and that Participant or Participant can choose not to participate in the Activities or cease further participation in the Activities. If Participant has any doubt about participation in the Activities, Participant and/or Participant should not participate in the Activities.

Participant represents and affirms that Participant is physically and mentally capable of participating in the Activities, even though there is a possibility that Participant may underestimate or not know Participant's abilities and that the Participant may have physical or mental conditions that may increase chances of injuries or death. In signing this document, Participant recognizes and accepts that injuries and death are possible while or by participating in the Activities.

RECOGNIZING THE NATURE OF THE ACTIVITIES AND THE KNOWN AND UNKNOWN RISKS AND DANGERS OF THE ACTIVITIES, PARTICIPANT VOLUNTARILY CHOOSES TO SIGN THIS

AGREEMENT AND HAVE THE PARTICIPANT PARTICIPATE IN THE ACTIVITIES SUBJECT TO THIS AGREEMENT. PARTICIPANTS EXPRESSLY ACKNOWLEDGES AND ASSUMES ALL RISKS AND DANGERS OF PARTICIPATION IN THE ACTIVITIES.

(c) **Indemnification.** Participant agrees to indemnify, defend and hold harmless the Released Parties from and against any and all liability, expenses, costs, attorney's fees, property loss, medical bills, loss of income, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands (including Participant's claims and any third party claims), including legal fees and costs whether or not in litigation, arising out of or related to Participant's participation in the Activities. If Participant brings an action, Participant will be in breach of this Agreement and Company has the right to seek and be awarded costs and reasonable attorneys' fees.

5. **Medical Care.** Participant authorizes the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed and it is possible to call for medical care for Participant or transport Participant to a medical facility or hospital. Participant agrees to pay all costs associated with such medical care and related transportation. If a Participant refuses medical care, or prevents Released Parties from obtaining treatment, Participant assumes all risks in refusing medical care.

6. **Acceptance of Responsibilities.** In consideration of the Participant being permitted to participate in the Activities, Participant agrees to follow and abide by all instructions given by the Company, trip leaders and guides. Participant agrees not to be under the influence of alcohol or drugs which may impair their judgment or abilities while participating in the Activities. Participant agrees to conduct their own research, inform themselves of the risks and dangers of the Activities and of a particular trip before participating in the Activities, and to ensure they have the abilities and are in a physical and emotional condition to safely participate in the Activities. The Participant is ultimately responsible for the Participant's own decisions, actions and safety. If the Participant does not follow and abide by all instructions given by the Company, trip leaders and guides, Participant shall be in breach of this Agreement and Company has the right to seek and be awarded costs and reasonable attorneys' fees, including costs and fees in the defense on an action brought by or on behalf of Participant.

7. **Miscellaneous.** Participant further agrees and understands: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Gunnison County, Colorado or federal court of Colorado; (c) THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR CONTRACTS, ARRANGEMENTS, COMMUNICATIONS, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF INCLUDING BUT NOT LIMITED TO ANY OTHER REPRESENTATIONS ABOUT THE ACTIVITIES OR SAFETY OF THE ACTIVITIES; (d) Participant is voluntarily and fairly entering into this Agreement; and (e) Participant agrees that an electronically signed version of this Agreement is as enforceable as an Agreement physically signed.

8. **Enforcement and Severability.** Participant understands and acknowledges that this Agreement is a contract and shall be binding to the fullest extent permitted by the law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall form an enforceable contract between the parties. It is the intent of Participant that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Participant.

I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant

Date

Address, City, State, Zip

Telephone

Emergency Contact: _____

Printed Name

Telephone

Name/Relation