

NOVA GUIDES, INC.
P.O. Box 2018 · Vail, Colorado 81658 · 719-486-2656

THIS IS A RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AGREEMENT.
IT IS A LEGAL DOCUMENT. READ BEFORE SIGNING.

1. ACKNOWLEDGEMENT OF RISK: I ACKNOWLEDGE THAT THE FOLLOWING DESCRIBES SOME, BUT NOT ALL OF, THE RISKS THAT I MIGHT ENCOUNTER ON A WHITEWATER RAFTING TRIP OR OTHER WATER SPORT ACTIVITY ("THE ACTIVITY"): 1) RAPIDS MAY BE LONG AND CONGESTED AND RESCUE CONDITIONS MAY BE DIFFICULT OR IMPOSSIBLE AND THAT I MAY HAVE TO PERFORM SELF-RESCUE; 2) I UNDERSTAND THAT RAFTING AND WATER-RELATED ACTIVITIES HAVE CERTAIN INHERENT RISKS ASSOCIATED WITH THEM, INCLUDING FALLING FROM A RAFT OR A CANOE, DROWNING, ENCOUNTERING NATURAL DANGERS, SUCH AS RAPIDS, LOGS, TREES, ROCKS, SHALLOW WATER, DEEP WATER HOLES, MAN-MADE HAZARDS, SUCH AS LOG JUMPS, LOG JAMS, BRIDGES, AND EQUIPMENT FAILURE; 3) THAT I CAN BE WASHED OVERBOARD OR RAFT/BOATS CAN FLIP IN RAPIDS, WHICH CAN RESULT IN ANY, BUT NOT LIMITED TO, (A) PROLONGED EXPOSURE TO COLD WATER (HYPOTHERMIA) LEADING TO IMPAIRED HEALTH OR DEATH; (B) INJURIES SUSTAINED FROM THE RAFT AND ITS SUPPLIES AND/OR EQUIPMENT OR FROM OBSTACLES IN THE RIVERBED, SUCH AS FLOWING DEBRIS OR ROCKS; AND (C) DEATH BY DROWNING; 4) THAT ACCIDENTS OR ILLNESSES CAN OCCUR IN REMOTE PLACES WITHOUT MEDICAL FACILITIES AND LIKE ALL OUTDOOR ACTIVITIES, RAFTING INVOLVES THE RISK OF EXPOSURE TO INCLEMENT WEATHER, WHICH CAN RESULT IN PERSONAL INJURY, PROPERTY DAMAGE, OR DEATH; 5) THAT RAFTING CAN BE A STRENUOUS ACTIVITY WHICH SHOULD NOT BE PARTICIPATED IN BY PERSONS WITH HEART OR CARDIOVASCULAR AILMENTS; 6) THAT ACCIDENTS CAN OCCUR IN GETTING ON AND OFF THE RAFT OR DURING SCOUTING AND "PORTAGING" (THE ACT OF CARRYING RAFTS OR EQUIPMENT AROUND RAPIDS DEEMED UNSAFE TO RUN) 7) THAT PERSONAL INJURIES CAN RESULT FROM SLIPPING OR TRIPPING ON ROCKS AND/OR OTHER OBSTACLES ALONG THE RIVERBANK WHILE GETTING ON AND OFF THE RAFT OR DURING SCOUTING AND "PORTAGING"; 8) THAT THE ACTIONS OF OTHER RAFTERS MAY ALSO CAUSE LOSS OR DAMAGE TO EQUIPMENT, ACCIDENTAL INJURY TO PARTICIPANTS, ILLNESS OR, IN EXTREME CASES, PERMANENT TRAUMA OR DEATH.

I UNDERSTAND THE DESCRIPTION OF THESE RISKS SET FORTH ABOVE IS NOT COMPLETE AND THAT OTHER UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS OR DEATH.

2. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risk of "the activity" as set forth above, which I and any of the children for which I am responsible, will engage in, I certify that myself and my family, including minor children, are in excellent physical condition and health and are fully capable of participating in the "activity" that I have chosen. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness, including death, and any expenses as a result thereof. I also assume responsibility for damage to or loss of personal property. I assume all risks of personal injury, accidents and/or illness, including, but not limited to, sprains; torn muscles and/or ligaments, fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; hypothermia exposure; head, neck or spinal injuries; animal bites, insect bites, shock, paralysis, drowning and/or death.

3. WAIVER AND RELEASE: As lawful consideration for my being allowed to participate in "the activity," I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS NOVA GUIDES, INC., and all its officers, directors, employees, affiliates, shareholders, volunteers, and agents of Nova Guides, Inc., the U.S. Forest Service, and the U.S. Government (collectively referred to as the "Released Parties") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEYS' FEES AND COSTS) THAT I, my family, heirs, successors, assigns, and anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY PARTICIPATION IN "THE ACTIVITY," whether

such any damage, injury, paralysis, loss or death results from the NEGLIGENCE of any of the Released Parties or from some other cause.

5. BY SIGNING THIS DOCUMENT, it is my intent to release, waive, hold harmless and indemnify all of the released parties from all liability connected with my participation in "the activity" (including, but not limited to, negligence of the released parties, whether passive or active) and personally assume all risk of injury or death. I understand that the terms of this document are contractual and not a mere recital and understand that I would not be permitted to participate in "the activity" without entering into this agreement. I have signed this document voluntarily and of my own free will.

6. I UNDERSTAND that my participation in the rafting activity may be photographed and promoted by Nova Guides, Inc., and in consideration for permission to participate in "the activity," I hereby give permission to all of the released parties to use my likeness for promotional purposes.

7. THIS DOCUMENT shall be governed by and interpreted under the laws of Colorado, without regard to conflict of laws or provisions. If any lawsuit or claim is brought regarding my participation in the rafting activity or water-related sports, I agree that jurisdiction and venue for such suit shall be brought in Eagle County, Colorado, and hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled.

8. I HAVE READ AND UNDERSTOOD this liability release and express assumption of risk and sign this document on behalf of myself and my heirs. My signature on this document indicates that I have read the entire document, understand it completely, understand that I am waiving valuable legal rights by signing the same, and agree to be bound by its terms.

Signature: _____ Date _____ Print Name: _____

Signature: _____ Date _____ Print Name: _____

Signature: _____ Date _____ Print Name: _____

Signature: _____ Date _____ Print Name: _____

Signature: _____ Date _____ Print Name: _____

Signature: _____ Date _____ Print Name: _____

Signature: _____ Date _____ Print Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Phone Number: _____

Signature of Parent/Guardian (if under 18 years): _____

Age(s) of minors with printed name: _____

Trip: _____

Guides: _____

Trip Leader: _____

Name on Reservation: _____
