

# VISITOR'S ACKNOWLEDGMENT OF RISK

## ALL TRIP PARTICIPANTS MUST READ, SIGN AND RETURN THIS FORM TO COLORADO RIVER & TRAIL EXPEDITIONS, INC.

In consideration of the services of COLORADO RIVER & TRAIL EXPEDITIONS, INC., its officers, agents, employees, and stockholders, and all other persons or entities associated with the businesses (hereinafter collectively referred to as "COLORADO RIVER & TRAIL EXPEDITIONS, INC."), I agree and understand as follows:

Although COLORADO RIVER & TRAIL EXPEDITIONS, INC., has taken reasonable steps to provide me, the visitor, with appropriate equipment and/or skilled guides so that I may enjoy an activity for which I may not be skilled, I understand that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to my equipment, accidental injury or illness, or, in extreme cases, permanent trauma or death. I understand that COLORADO RIVER & TRAIL EXPEDITIONS, INC. does not wish to frighten me or reduce my enthusiasm for this activity, but they want me to know in advance what to expect and to be informed of the inherent risks associated with river rafting. I understand that the following list of inherent risks and warnings does not include all possible circumstances and that there may be other risks associated with this activity.

1. White water rapids will be encountered. Passengers can be jolted, jarred, bounced, thrown to and fro, and otherwise shaken about during rides through some of these rapids. It is possible that passengers can be injured if they come into contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft.
2. Rafts might turn over in a rapid, or a passenger might be "washed" overboard in a rapid, which could result in mental anguish or trauma; injuries sustained from the raft and its supplies and/or equipment, or from items in the river bed; prolonged exposure to cold water (hypothermia) leading to impaired health or, in extreme cases, death. Accidental drowning is a remote possibility.
3. Accidents can occur during off-river hiking excursions. Slips and falls can happen during a hike, resulting in damage to equipment or personal injury.
4. Accidents can occur getting on and off the raft. Rafts are slippery when wet. Participants might slip and fall, in which case they may damage or lose equipment they are carrying (such as a camera, water bottle, or day pack), or participants might be injured by falling against some object in or on the raft or on the shore. Rafts may drift a distance from the shoreline when participants are attempting to climb on or off. Participants might fall in the river or drop equipment in the river or sustain an injury.
5. Exposure to the natural elements can be uncomfortable and/or harmful. Participants should be aware that elemental exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, and/or other conditions related to climate, weather, and temperature conditions. Naturally-occurring vectors, bacteria, or viruses may be encountered, which may cause illness or disease.
6. There is a risk of injury when wading, swimming, jumping, or diving in an unfamiliar body of water, such as the river, side streams, natural pools, and cascading falls. Off-river hiking excursions may include stream hiking, visits to river overlooks, and visits to natural pools and waterfalls. Diving head-first into the river or any other body of water may result in serious injury, permanent paralysis, or death. Even jumping feet-first into unfamiliar bodies of water may result in injuries.
7. The use of drugs, both prescription and non-prescription, and/or alcohol may result in impaired judgment and/or physical ability. Participants should inform COLORADO RIVER & TRAIL EXPEDITIONS, INC. of any prescription medications they are using during the river trip that may affect the participant's judgment or ability to participate in the river rafting activity. Alcohol should not be consumed during the day while rafting, and only in moderate quantities at all other times. Participants must assume all liability for incidents and/or injuries that are drug or alcohol related.

I HEREBY ACKNOWLEDGE: I am aware that river running entails risks of injury or death to me. I understand that the description of these risks is not complete, and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein, and for those risks not specifically identified. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate despite the risk. I possess the following qualifications, which I understand are prerequisites to participating in this activity:

I am in basically good health and good physical condition. I am capable of holding on to ropes, hand-holds and safety lines aboard the raft. I have discussed with my physician and with the office staff at COLORADO RIVER & TRAIL EXPEDITIONS, INC., and confirmed in writing, any physical and/or mental health conditions, allergies, physical limitations, and/or disabilities I have, and I have concluded that the condition(s) will not impede my ability to participate in this activity. I will be able to hear and understand the guide's instructions and warnings either through my own ability or through the assistance of a foreign language or sign language interpreter.

I certify that I am fully capable of participating in this activity, and that my spouse and/or any minor children who accompany me is/are capable of participating in this activity. Therefore, I assume full responsibility for myself, including my spouse and/or minor children, for bodily injury, death, loss of personal property, and expenses thereof as a result of those inherent risks and/or my negligence in participating in this activity. I have read and understood the terms and conditions stated herein and on the Reservation Form, including the cancellation policy, and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative, estate, and all members of my family, including my spouse and/or any minors accompanying me.

I further agree that the Venue of any dispute that may arise out of this agreement or otherwise between the parties to which COLORADO RIVER & TRAIL EXPEDITIONS, INC., or its agents is a party shall be either the Justice Court or the County or State Supreme Court in Salt Lake County, State of Utah.

Printed names of all persons included in this Agreement \_\_\_\_\_

Signatures of all persons included in this Agreement \_\_\_\_\_

Parent/Guardian Signature for Participant(s) Under 18 Years of Age \_\_\_\_\_

Date Signed \_\_\_\_\_