

DOUGLAS COUNTY, COLORADO RUETER-HESS RECREATION
RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Name("Participant"): _____ Age: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: (____) _____ - _____ E-Mail: _____

****NAME AND PHONE NUMBER OF PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY:**

Name: _____ Phone: (____) _____ - _____

Recreating in a natural setting is inherently unpredictable, potentially dangerous, and cannot always be anticipated or controlled. THERE ARE ALWAYS INHERENT RISKS TO PARTICIPATION IN THIS ACTIVITY. Participant, for themself and/or any minors for which they have responsibility hereby RELEASE, WAIVE DISCHARGE AND COVENANT NOT TO SUE the County of Douglas, Parker Water and Sanitation District, and the entities of the Rueter-Hess Recreation Advisory Board, their officers, agents, employees, volunteers or any of the foregoing persons or entities, or any authorized vendor contracted by the County to provide recreational equipment to the public (collectively known as the "Released Parties"), from any and all liability arising out of participating in such activity, while in, on or upon the premises where the activities are being conducted to the fullest extent allowed by law.

ASSUMPTION OF RISK ASSOCIATED WITH RECREATIONAL ACTIVITIES

The Participant do hereby affirm and acknowledge that they understand the inherent hazards and risks associated with the activity generally described as water recreation and acknowledge that there are dangers and that taking part in the activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH, including the rental of equipment and transportation associated therewith. Inherent hazards and risks including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. The Participant acknowledges that property loss, injury, and death are all possible while participating in the Activity. THE RISKS AND DANGERS OF THE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO:

1. Changing weather or water conditions; debris; tides; currents; wake action; slips; falls; collisions, including but not limited to collisions with other Participants, boats, and other manmade and natural objects; weather conditions; capsizing; sinking; exposure to elements; drowning; and mental distress from exposure to any of the above.
2. Injury to include the potential for permanent disability and death.
3. Possible equipment failure, defects, misuse, and/or malfunction of my own or other's equipment.
4. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, bacteria, impact of the body upon the water, marine and other wildlife with the attendant risks of kicking, biting, running off or otherwise acting in an unanticipated manner.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision-making, including misjudging terrain, rapids, trails, and route location.
6. Accidents or illnesses occurring in remote places where there are no available medical facilities or assistance.

THE PARTICIPANT UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE RECOGNIZING THE RISKS AND DANGERS, ACKNOWLEDGING AND UNDERSTANDING THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT THE ACTIVITY MAY INCLUDE OTHER RISKS. THE PARTICIPANT EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE, AND VOLUNTARILY AGREES TO ASSUME THIS RISK.

GOOD HEALTH

The Participant is in good health and has no physical or mental condition that would prevent them from participating in the Activity, or that would increase the risk of serious injury or death to themselves or others.

RELEASE AND COVENANT NOT TO SUE THE PARTIES

BY SIGNING THIS RELEASE, THE PARTICIPANT, FOR THIER PERSONAL AND LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND NEXT OF KIN, ACKNOWLEDGES AND UNDERSTANDS, IN CONSIDERATION OF THE RELEASED

PARTIES ALLOWING THE ACTIVITY, AGREES TO IRREVOCABLY AND UNCONDITIONALLY, FOREVER RELEASE, DISCHARGE, AND WAIVE ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES, WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES, FROM DAMAGES OF ANY NATURE, FROM ANY AND ALL ACTIONS, CASUSES OF ACTIONS, CLAIMS, CHARGES, DEMANDS, LOSSES, DAMAGES, COSTS, ATTORNEY'S FEES, JUGDEMENTS, LIENS, INDEBTNESS AND LIABILITIES OF EVERY KIND AND CHARACTER THAT THE PARTICIPANT MAY SUFFER AS A RESULT OF THE ACTIVITIES, which could be asserted on behalf of the Participant in connection with the activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract. Participant expressly releases and agrees to forego any legal action against the Released Parties and their officers, employees, agents, and assigns regarding any claims, costs, or expenses arising from or out of the activities.

INDEMNIFICATION

The Participant hereby agrees to indemnify, defend, and hold harmless the current and past Released Parties from and against any and all liability, cost, expense, or damage of any kind or nature whatsoever and from any suits, claims, or demands, including legal fees and costs whether or not in litigation, arising out of, or related to, participation in the activity. Such obligation on the part of the Participant shall survive the period of the participation in the activity.

MISCELLANEOUS

The 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 Participant expressly agree and consent to jurisdiction in said courts; (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; (d) the Participant understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Participant that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Participant; (e) Nothing herein shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

I have carefully read this Agreement and fully understand its contents. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. I am aware that I have given up substantial rights as a Participant and I am signing the Agreement voluntarily. There is no obligation to participate in this activity, but I desire to do so or to allow such participation. I certify that I am at least eighteen (18) years of age and the Participant or the parent/legal guardian of a participating minor.

Signature of Participant: _____ Date: _____

IF SIGNING FOR MINORS:

In the case of a minor Participant(s), the Participant parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf but that he/she is also signing on behalf of the minor(s) (in accordance with § 13-22-107, C.R.S.) and that any minor in their care shall be bound by all the terms of this Agreement. By signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Participant parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement under penalty of fraud, Participant represents that he/she is at least 18 years of age and that they are a legal parent or guardian of the minor Participant(s).

Name(s) of minor Participant(s): _____

