

# AMBER WAVES ADVENTURES, LLC d.b.a. AMERICAN ADVENTURE EXPEDITIONS

Participants Name: \_\_\_\_\_  
Participants Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Age of Participant: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Emergency Contact: Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

## ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

### PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is participating in an Amber Waves Adventures, LLC d.b.a. American Adventure Expeditions program or activity shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT'S parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that participation in whitewater rafting, kayaking, fishing, swimming, wading, hiking, climbing on rocks and slopes, day and overnight camping, portaging, and traveling to and from activity sites (hereinafter collectively the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PROPERTY DAMAGES, PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned agree and understand **that risks and dangers associated with the Activity include, but are not limited to**, property damage, injury and/or death from or related to:

Changing weather conditions, water conditions, hidden underwater obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, overturning, falling, being washed or knocked into the river, impact with equipment, rocks, other people, collisions or accidents when traveling by vehicle to and from the Activity, carrying rafts, kayaks and other equipment, feet and other body parts becoming entrapped in or under rocks and other objects, contact with wild animals, poisonous reptiles and plants, equipment failure, equipment malfunction, contact with fishing hooks, infections, allergic reactions, head injury, neck injury, sprains, broken bones, drowning, tripping, falling, slipping, difficult terrain, becoming lost or separated, falling rocks and objects, lack of shelter, lightning, snow, storms and other weather conditions, the condition of the PARTICIPANT, fatigue, exhaustion, dehydration, heatstroke, hypothermia, and high elevation/altitude sickness, as well as the possibility of mental distress from exposure to any one or more of the above listed risks and others.

3. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that these and all activities, whether or not described, may be dangerous and may also include risks and dangers which are inherent and/or which cannot be reasonably avoided without changing the nature of the activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY, VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Additionally, in consideration of allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Amber Waves Adventures, LLC d.b.a. American Adventure Expeditions (hereinafter "AAE") or any of their respective entities, affiliates, parents, subsidiaries, insurance carriers, agents, employees, guides, representatives, assignees, officers, directors, and/or shareholders of all of the above (each and collectively hereinafter a "Released Party"). Also, the **UNDERSIGNED AGREE TO WAIVE, HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

5. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity.

6. THE UNDERSIGNED are responsible for determining PARTICIPANT's medical, physical or other qualifications or suitability for participating in the ACTIVITY. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. The Undersigned authorize any Released Party and/or their authorized personnel to call for medical care for the Participant and/or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel or upon request of the Participant, medical attention is needed. The Undersigned agree that upon Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant. Further, the Undersigned agree to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless the Released Party from any costs incurred therein, or any claims and/or liens originating therefrom.

7. The Undersigned recognize and understand that **AAE REQUIRES PARTICIPANT TO WEAR A PROTECTIVE HELMET FOR CLASS IV & V RAPID SECTIONS (FOR ALL OTHER RAPID SECTIONS, HELMETS ARE RECOMMENDED) AND REQUIRES USE OF A LIFEJACKET AT ALL TIMES WHILE ENGAGED IN THE ACTIVITY OF WHITEWATER RAFTING, AND PARTICIPANT AGREES TO WEAR THEM.** The Undersigned understand that helmets may reduce or mitigate the severity of head injuries to Participant but that **HELMETS AND LIFEJACKETS ARE in no way a guarantee of safety**, and that no helmet can protect the wearer against all foreseeable impacts to the head, and a lifejacket is not a guarantee against drowning. The Undersigned recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn. The Undersigned also understand that the helmet does not guard against injury to the neck, spine or any other part of the body, and the Activity can expose the user to forces that exceed the limits of protection provided by a helmet. AAE reserves the right to terminate any trip and/or Activity at its sole discretion at any time for any one or more Participants.

8. If PARTICIPANT is participating in a Class IV or Class V and/or advanced rafting or kayaking trip, the UNDERSIGNED hereby affirm that the PARTICIPANT: (1) has knowledge of that which rafting or kayaking Class IV and Class V whitewater entails, including the dangers and risks associated therewith; (3) is in good physical condition; and (4) has the ability to swim sufficiently to participate in a Class IV or Class V trip; and (5) is healthy enough to withstand the rigors of cold, fast moving water.

9. The Undersigned agree and understand that Participant's name, photograph, voice, or likeness may be used for any reason by AAE or its sponsors, licensees, affiliates, subsidiaries, guides, agents or employees. The Undersigned consent to, authorize and irrevocably grant AAE the right of publicity to own and use without compensation any image(s) collected of Participant while participating in the Activity, and waive any right to privacy in connection therewith.

10. In consideration for allowing Participant to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF CHAFFEE COUNTY, COLORADO** or in **FEDERAL COURT FOR THE STATE OF COLORADO.**

11. In the case of a minor Participant, the undersigned 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 and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in an Amber Waves Adventures, LLC d.b.a. American Adventure Expeditions Activity.

12. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that they are at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or **legal** guardian of the minor Participant.

13. The Undersigned 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 Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ BOTH PAGES OF THE FOREGOING AGREEMENT, UNDERSTAND THEIR CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

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Signature of PARTICIPANT \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name of Parent/Legal Guardian #1 \_\_\_\_\_ Signature of Parent/Legal Guardian #1 \_\_\_\_\_ Date \_\_\_\_\_  
(For minor Participant)

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Printed Name of Parent/Legal Guardian #2 \_\_\_\_\_ Signature of Parent/Legal Guardian #2 \_\_\_\_\_ Date \_\_\_\_\_  
(For minor Participant)