

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney. You are giving up specific legal rights by signing this contract.

Small World Adventures their employees, officers, directors and volunteers (*SWA*) has done everything possible to assure that our guests experience a rewarding and safe paddling experience. We wish to inform our guests that whitewater rafting and kayaking is not risk free. The same elements that contribute to the unique character and fun of whitewater boating such as the physical exertion or the **RISK** can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks. We ask that you read this, sign it, and return it to our office.

EXPRESS ASSUMPTION OF THE RISK

There are risks that accompany all aspects of life as well as whitewater boating. Some of these risks are inherent to the activity; some are changed, increased or decreased due to the activities of *SWA*. You must understand and accept all of the risks of the activity, inherent and others. By understanding these risks, you will have a better trip.

(1) There are numerous rapids to be encountered on the trip. Participants can be jolted, jarred, bounced, thrown about, and otherwise shaken during rides through some of these rapids. It is possible that participants could be injured if they come in contact with food boxes, other storage containers, other participants, or other fixed equipment necessary to the operation of the expedition and the outfitting of the boat.

(2) Boats (rafts, kayaks, sit on tops, inflatable kayaks or any other form of transportation used to float on the water) may turn over in the rapids, which may result in any or all of the following events: (a) prolonged exposure to cold water leading to hypothermia and to impaired health or death; (b) injuries sustained from the boat and its supplies and/or equipment during the turn over or after the participant is in the water, or from items floating in the river or in the river bed, such as floating debris or rocks; (c) death by drowning;

(3) As a kayaker, canoeist, inflatable kayaker or boater you will be responsible for your own movement and safety while on the river. This requires a high level of physical exertion as well as emotional and mental stability. You will be primarily responsible for your own rescues. *SWA* will only be available as a backup rescue due to the inherent nature of the sport.

(4) Participants can be "washed" overboard in the rapids, which can result in any of the above events occurring.

(5) Accidents can occur during off-river excursions: (a) trails are often steep, rocky, and/or slippery; (b) some hikes or scouts involve crossing streams, where footing can be awkward; (c) participants can slip or fall during a hike or scouting a rapid, resulting in injury or death; (d) poisonous or dangerous plants, insects, or animals can be encountered, with detrimental effects to some participants, such as illness, shock, or death.

(6) You will be using equipment that you may be unfamiliar with or have not used before. Make sure you inspect the equipment before use and notify *SWA* of any issues. Make sure you understand the equipment and how it is to be used. New or different equipment may have different characteristics than what you are used to and handle differently. By accepting and using the equipment, you warrant that you have inspected the equipment, the equipment is in good working condition and that you understand how the equipment is to be used. Carrying your gear and boats to the put in can be dangerous you may slip while portaging, carry kayaks or loading kayaks.

(7) Accidents can occur getting on and off or in and out of the boat: (a) boats are sometimes slippery when wet. You might slip and fall, in which case you might damage or lose equipment you are carrying (such as cameras, glasses, a canteen or day pack), or you might injure yourself by falling against some object in or on the boat, or on the shore. (b) boats get hot in the sun, you might burn yourself when you climb aboard or sit on or in the boat. (c) boats may drift a distance from the shoreline when you are trying to climb on or off, you might fall in the river, or drop equipment in the river. (d) you may be asked to help push the boat from shore into deeper water. You could injure your back, over-stress your heart, or otherwise injure yourself in doing so. (e) you may be asked to help with tying the boat when you pull into shore. Sometimes the current is swift, and the rope could pull through your hands causing "rope burns" or abrasions. (f) You might trip over rocks, stumps or other debris on shore while trying to hold the boat or tie it to a suitable object on shore.

(8) Travel to and from the boating put in and take out is incidental to the trip. Accidents can occur during travel to and from the activity site. Roads and trails are often steep, rocky, and slippery. Roads may washout or be covered in a landslide delaying or stopping all travel. Travel involves crossing streams, where footing or traction can be awkward. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, outdoor, using portable toilet facilities, eating

meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury. I understand and agree that *SWA* is not a common carrier and whitewater boating is for recreational purposes not for transportation.

(9) Medical cares, as you understand it is not available outside the United States. You will be several hours travel from any medical facility. Transportation may be by car, boat, animal, or litter. Your guides will probably be the immediate medical care you will have available. The medical facility you may be treated in will not have the same standards as hospitals or doctor's offices in the United States. The medical personnel you will be treated by may not have the same training as medical personnel in the U.S.

(10) In foreign countries, you will be dealing with different cultures and people. Food maybe different and water sources may be questionable. You will experience new plants and animals on our trip that may be harmful. You need to be aware of your surroundings at all times and aware of how you are dealing with the environment, the people and their culture. When you leave the United States, you leave the comfort and safety that you have come to expect as well as our system of laws. Traveling in a third world country, or any country, is not like traveling in the US. Vehicles are not maintained to the same standards as US passenger transportation vehicles. Roads and bridges are not maintained like US roads and they are dangerous and are in constant need of repair. Travel can occur by vehicle, boat, canoe, donkey or any other system. Traveling you may cross handmade bridges, steep terrain or narrow paths. Delays can occur at any time due to any factors beyond our control that cause the roads, the vehicles or the entire transportation system to fail or stop.

(11) In foreign countries the political culture or government are very different then in the US. Governments may change; there may be political unrest, riots, strikes or even wars. *SWA* cannot guarantee your safety at any point in the trip.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while whitewater boating. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

I certify that my family, including minor children and myself are fully capable of participating in a whitewater boating program. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of *SWA*. I hereby expressly consent and assume all risks of the activity for myself and my family including the risks associated with traveling to and from the activity. I also understand that *SWA* reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in whitewater boating. My family and I are in good physical condition and able to undertake this activity.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

I agree to indemnify and hold harmless *SWA* their agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from my families or my participation in these activities. I further agree to release, acquit, and covenant not to sue *SWA*, their agents, and employees for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of *SWA*, negligence of another participant, or my family, myself, or my heirs, against *SWA* arising out of participation in this program. This release covers any negligence including negligent acts that may have predated the signing of the release and this release shall continue in force and effect after the activity has ended. This agreement covers the incidental transportation including travel by vehicle to and from the recreation location. In short, I cannot sue *SWA* or anyone else for any reason if I or my family or minor child may receive an injury and if I do, I cannot collect any money.

I agree to indemnify and reimburse *SWA* for any damages, costs, fees or expenses they expend on me or my family's behalf including the cost of any Search and Rescue, or for any damages I may do to third parties. I understand this means I am the insurer for the *SWA* for any actions or damages my family or I may incur.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Chaffee County Colorado and governed by Colorado law. The terms of this agreement shall continue and be in effect after the whitewater boating trip has ended. All changes or alterations to this document must be in writing and approved by both parties. No changes to the face of this document are valid. Any copy electronic or otherwise is as good as the original.

All of the equipment provided to me is provided on an "As Is" basis and *SWA* makes no representations and extends no warranties, guarantees or conditions of any kind whether express or implied, with respect to the equipment.

As liquidated damages, I hereby agree that if *SWA* is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue, by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay *SWA*'s costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the

remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release.

I have adequate health, disability, and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility, hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "Aids" status, in the possession of SWA to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on my behalf. I hereby waive any action or claim against SWA or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information including my HIV or "Aids" status.

I hereby authorize and allow SWA to use my likeness, picture or video in any photograph or advertising SWA undertakes.

I understand that it is my responsibility to contact a physician to determine if my family or I are capable of undertaking this activity.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for my family and myself this _____ day of _____.

By checking this box, I indicate that my family and I have previous whitewater boating experience.

No one in my family or I have any medical condition that would prevent our participation in this activity except:

I understand that pursuant to Colorado Revised Statutes § 13-22-107, this release is effective in preventing claims or litigation for injuries my child may receive.

I Have Read and Understood this Agreement. I Am Voluntarily Signing this Agreement. I understand I am giving up certain legal rights. I have read all 3 pages.

PARENT/LEGAL GUARDIAN/PARTICIPANT SIGNATURE MINOR'S PARTICIPANT SIGNATURE

PRINTED NAME

PRINTED NAME

ADDRESS

PHONE: [_____] _____

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