

ACKNOWLEDGMENT OF RISK

Catfish Canoe Company LLC has done everything possible to insure that our guests have a rewarding experience. We wish to inform our guests that **river running is not risk free**. Unlike a theme park setting, your adventure will take place in a natural environment over which Catfish Canoe Company LLC has no control. The same elements that contribute to the unique character of river running, such as constantly changing water levels, can cause loss or damage to equipment, personal injury, or in extreme cases, permanent trauma or death. We simply want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read and sign this document.

As a participant in an unguided river trip, you will be totally responsible for your own movement and safety while on the river. Due to the inherent nature of the sport, you will be primarily responsible for your own rescues. Although accidents are rare, injury may be incurred by (but not limited to):

- walking or climbing along the river bank
- diving or jumping into the river
- getting into or out of the watercraft
- falling out of the watercraft
- overturning the watercraft
- the watercraft becoming entangled in or pinned against rocks, branches, logs, or downed trees.
- extended exposure to heat, sun, cold water, wind, rain, and lightning
- certain plants, insects, or animals
- water-borne bacteria which may cause ear and other infections
- the suffering of mental anguish or trauma from the experience or an incurred injury

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless Catfish Canoe Company LLC, their agents, and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from, participation in these activities.

I further agree to release, acquit and covenant not to sue Catfish Canoe Company LLC, 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 Catfish Canoe Company LLC, of my family, myself, or my heirs, against Catfish Canoe LLC company arising out of participation in this activity.

I agree to the site of any lawsuit shall be Mesa County, Colorado, and governed by Colorado law.

I agree that the terms of this agreement shall remain in effect after the river activity has ended.

As liquidated damages, **I hereby agree** that if Catfish Canoe Company LLC is forced to defend any action, lawsuit or litigation brought by myself, my executors, or my heirs on my family's or my behalf, my heirs or executors and I agree to pay Catfish Canoe Company LLC's costs and attorney fees if they successfully defend such action, lawsuit, or litigation.

I agree not to use illegal drugs or alcohol while undertaking any activity with Catfish Canoe Company LLC.

I agree to return all equipment on time and in the condition in which it was received.

I agree to pay for any equipment which is lost, damaged, or stolen.

I furthermore authorize and release to Catfish Canoe Company LLC the use of my image in any photograph or video recording.

I certify that my family, including my minor children and myself are in good physical condition and are fully capable of participating in this river trip. Therefore, I assume full responsibility for myself and my family including my minor children.

I have read and understand this entire agreement and I want to participate in this activity in spite of the risks involved.

_____/ _____ / _____
minor family member signature printed name age

_____/ _____ / _____
participant's signature printed name date

street address _____

city, state, zip _____