

# Agreement, Acceptance of Responsibility, Release and Discharge and Acknowledgement of Risks



In consideration of the services of **Journey Quest, Inc.**, its officers, agents, employees, representatives or all other persons or entities acting in any capacity on its behalf (herein referred to as **JQ**), I hereby agree to release and discharge JQ, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

I. I fully understand and acknowledge that the activities, including kayaking, climbing and rafting, in which I am about to engage in as a participant, bear known and unanticipated risks which could result in injury, death, paralysis, or damage to myself, my property, or other third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. The risks include, among other things: **1.** Rapids can cause participants to be jolted, jarred, bounced, thrown about, or otherwise shaken and participants may come in contact with food boxes, storage containers, other participants or other fixed equipment, **2.** Boats may overturn causing: a. exposure to cold water and/or hypothermia; b. injuries sustained from the raft and its supplies and/or equipment or from items in the river bed, such as floating debris or rocks; c. drowning; **3.** Participants may be washed overboard which can result in any of the above events occurring, **4.** Acts, omissions, or negligence in any degree by JQ, **5.** Use or operation, by myself or others, of equipment supplied by JQ, or other persons or entities, **6.** Acts of other participants in this activity, or other person or entities, **7.** My own physical condition or my own acts or omissions, **8.** Condition of roads, trails, waterways, fields or terrain and accidents connected with their use, **9.** First aid emergency treatment or other services rendered, **10.** Consumption of food or drink, **11.** Contact with domestic and wild animals, **12.** High altitude, **13.** Severe weather changes, **14.** Exposure to natural elements, **15.** Rock fall, **16.** Poisonous plants, **17.** Bites or stings, **18.** Allergic reactions.

I understand and acknowledge that the above list is not exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself, to my property or to participants. I knowingly and expressly accept those not specifically listed above as well.

II. I fully understand and acknowledge that JQ cannot guarantee my safety. Being fully aware of the aforementioned, I expressly agree and promise to accept and assume all risks from my participation in this activity. My participation is purely voluntary, and I elect to participate despite of the risks.

III. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify JQ, its agents or employees, US Forest Service, US National Park Service, Colorado Division of Parks and Recreation, BLM, City of Canon City, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of JQ, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property. In signing this document, I fully recognize that if anyone is hurt or property is damaged while I am engaged in this activity, I will have no right to make a claim or file a lawsuit against any of the entities listed above.

IV. Should it become necessary for JQ, or anyone acting on its behalf, to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

V. I agree that any dispute over this agreement will be resolved in the State of Colorado. I agree that the substantive law of that state shall apply in that action. If the dispute can not be resolved by mutual agreement, I agree to submit it to a mediator recognized by the courts of that state.

VI. I certify that I have sufficient health, accident and liability insurance to cover any injury or damage I may suffer or cause while participating in these activities or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in these activities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by any such condition.

VII. I grant permission to JQ to use photographs or video footage taken of me, online or in print, for public relations or fundraising purposes.

VIII. **Royal Gorge Trips:** \_\_\_\_\_ (Initials) I fully understand and acknowledge that prior class 3 or higher paddling experience and strong swimming ability are recommended for participation in Royal Gorge trips.

**My signature below indicates I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms.**

Participant's Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Signature of Participant:**

\_\_\_\_\_ Date: \_\_\_\_\_

How Did You Hear About Us? \_\_\_\_\_

## Parent's or Legal Guardian's Additional Indemnification

(Must be completed for each participant under the age of 18)

In consideration of \_\_\_\_\_ (print Minor's name) being permitted by JQ to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless JQ from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

**Signature of Parent or Legal Guardian:**

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Office Use Only:

Date:

Trip:

Source:

Entered: