

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services Bill Dvorak Kayak & Rafting Expeditions, Inc. DBA Dvorak Expeditions, Inc. DBA SUP DVK, and Between the Lines Hardware, Inc., their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "DVK"), I hereby agree to release, indemnify, and discharge DVK, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Guided Hiking (Day and Overnight), Biking, Fishing, Camping, Guided River Trips Class 1-IV and above, Training and Instruction for Swift Water Rescue and Technical Ropes, Flat Water Tubing and Stand-Up Paddle Boards and Rafting activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slipping and falling; falling objects; accidental drowning; whitewater rapids will be encountered; collision with fixed or moveable objects or other watercraft; being jolted, jarred, bounced, and shaken during rides; contact with food boxes, other storage containers, or other fixed equipment necessary to the operation of the expedition and the outfitting of the raft; "washed" overboard resulting in having to swim rapids risking collision with rocks and entanglement in trees; damage to equipment or personal injury; bruises, abrasions, cuts, lacerations, sprains, strains, broken bones, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; the negligence of participants, or other persons who may be present; travel in remote areas; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to sun, strong wind, cold, storms, large waves, eddies, whirlpools, and lightning; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; accidents or falls from the bicycle; improper lifting or carrying; transmissible pathogen or disease; travel in remote areas with poor or no access to emergency and/or medical services; my own physical condition, and the physical exertion associated with this activity.

Furthermore, DVK personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) and properly fitted protective helmet while participating in river trips activities and I agree to wear a properly fitted protective helmet while participating in bicycling activities.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DVK from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of DVK's equipment or facilities, **including any such claims which allege negligent acts or omissions of DVK.**
4. Should DVK or anyone acting on their behalf, be required 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.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against DVK, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against DVK on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at DVK. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

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

Parent or Guardian: _____ Print Name: _____ Date: _____

PROTECTIVE RIDING AND HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully warned and advised by Bill Dvorak Kayak & Rafting Expeditions, Inc. DBA Dvorak Expeditions, Inc. DBA SUP DVK, and Between the Lines Hardware, Inc (hereinafter collectively referred to as "DVK"), that I should wear a properly fitted and secured helmet while participating in bicycling and guided whitewater class I-IV river trips, (whether on the premises or off of the DVK's premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of DVK and numerous court cases I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign on their behalf to waive the requirement.

I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.

Name of Rider

Signature of Rider

Date

