

Participant Acknowledgement of Risk

I understand that this is a legal and binding document. In consideration of the services of Lost Paddle Rafting, Inc., its officers, agents, employees, stockholders, owners, or any other persons or entities associated with the business (hereafter collectively referred to as Lost Paddle Rafting), I do agree as follows:

Although Lost Paddle Rafting has taken reasonable steps to provide you with appropriate equipment and skilled guides so you may enjoy an activity for which you may not be skilled, Lost Paddle Rafting wishes to remind you that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to your equipment and belongings, or accidental injury, illness, or in extreme cases, permanent trauma or death. We think it is important for you to know in advance of what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks: **Road and Terrain Hazards:** Travel in a vehicle driven by someone else; risks associated with vehicles in or around the areas, of river ingress and egress; rough, rocky, slippery terrain and/or obstacles encountered on the way to and from the boat(s) or associated with the loading and unloading of boats, boats being blown off of, or dropped from, trailers or vehicles and dangerous traffic on roads adjacent to the river. **River Hazards:** Falling out of a boat, getting hit by objects such as paddles, bail buckets, oars, etc. or colliding with rocks bridge abutments, or other solid objects while in or out of the boat; entanglement/entrapment hazards posed by rafts, ropes, straps, rocks, bridges, bushes, trees, or other objects; Hazards associated with the capsizing of a boat or the folding of a boat in such a way as to cause people to fall against one another or out of the boat along with hazards associated with swimming in strong currents and extremely cold water, which could cause drowning or loss of life from shock or other means. **Weather Hazards:** Risks associated with cold water, high or sudden winds, lightning, hail, rain, fog, intense sun, and extreme temperatures and altitude variations. **Other Hazards:** Human, guide, driver, or employee error; the ever changing effects which result from continuously fluctuating water levels and the corresponding changes that his causes on the different stretches of the river that are being run for any particular trip. These changes in the river stretches being run for any particular trip couples with the ever changing water levels can cause rapids to become easier or more difficult and their classification to change either up or down depending on the stretch of river being run and the degree of water fluctuation.

I am aware that whitewater boating entails risks of injury or death to myself. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate in spite of the risks. I possess at least the following qualifications: (A.) Good general health and fitness; (B.) No serious health problems, including but not limited to heart problems, diagnosed heart conditions, heart surgeries, episodes of blacking out, etc.; (C.) Prior approval or an assurance that my doctor would approve of my participation in this activity; (D.) The ability to paddle hard, follow visual and auditative directions, and use a paddle as a part of a team; (F.) The ability to swim; (G.) The understanding that in extreme cases, I may have to self rescue by swimming to shore on my own; (H.) The ability to read and understand this document.

Trip description: I understand that the trip I am scheduled on is described as having class II, III, IV and possibly some class IV+ whitewater depending on water levels and the stretches of river being run. The trip is an intermediate to advanced run suitable for people with previous experience and/or first time rafters who are willing to paddle vigorously and follow directions. I understand that I need to be physically fit, able to swim, be in good health, with no heart problems. I understand that the stretch of river being run for any given trip can change with water level. I realize the general international rating scale for whitewater is printed on the reverse of this page for my reference.

Cold Water & Weather: I understand that the temperature of the water and air can vary greatly throughout the river rafting season, and that the water is generally cold throughout the entire season. I understand that a wetsuit is highly recommended for any trips with class III or IV rapids. I understand that a wetsuit is especially important for trips which take place in the high water season, which is generally from May through mid-July in a good water year. I understand the importance of having a wetsuit during the high water season when the convergence of snow melt water, cool to cold air temperatures, and powerful high water conditions, can occur together. I understand that immersion in very cold water especially during the high water season, may cause hypothermia (very low body temperature) which can quickly lead to a loss of strength, breathlessness, mental confusion, and stress on the heart. I understand that the best defense against hypothermia on the river is to be properly insulated against the cold by the use of a wetsuit, paddling jacket, pile or synthetic clothing, or a combination of some or all of those. I understand that my ability to swim in very cold water may be enhanced if I am properly insulated in a wetsuit. I understand that if I opt not to rent or use a wetsuit and/or wear a paddle jacket, I may be increasing my risk of hypothermia and my risk of experiencing the symptoms associated with hypothermia.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including my minor children, for bodily injury, death, loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity. I also consent to and authorize the use and reproduction by Lost Paddle Rafting of any and all photographs and/or videos which may be taken of me while participating in a trip with Lost Paddle Rafting for any purpose whatsoever, without compensation to myself. Any and all photo or video related material shall remain the sole property of Lost Paddle Rafting.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement is the only binding agreement between the parties of this agreement and that this agreement supersedes any and all other understandings, communications, advertisements, agreements, statements, representations, or warranties, whether they be verbal, written, or made by any agents or representatives of Lost Paddle Rafting. This agreement may not be modified except by a written addendum issued by the chief executive officer of Lost Paddle Rafting. I realize that if any provision of this agreement is held invalid, the remainder of this agreement shall continue in full force and effect. By signing the agreement on the back of this sheet, I realize that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate for all members of my family, including any minors accompanying me.

Due to the variability of many factors which must be considered for a rafting trip, Lost Paddle Rafting reserves the right to cancel or change any trip for reason of safety, insufficient reservations, or any other reason, and I abide by this policy. I also agree to, and understand that Lost Paddle Rafting reserves the right to refuse service to any individual for reason of unsuitability, legal restrictions, or reservations, for matters which may have insurance consequences, or for any other reason. In cases where Lost Paddle Rafting refuses service to an individual for a reason, or reason stated in this document, a partial refund may be available.

The venue of any dispute that may arise out of this agreement or otherwise between parties to which Lost Paddle Rafting or its agents are a party, shall be either the City of Canon City, Colorado Justice Court, or the County or State Supreme Court in Fremont County or the State of Colorado.

I hereby attest that my signature and information given below is true and correct, and that I have read, understood, accepted, and agreed to the terms and conditions as stated above and on the reverse of this page.

Adult Participant Signature _____ **Dated** _____

****If you have any minor children rafting with you please complete this box entirely. Sign above for yourself and again below for your child(ren).**

Signature of Parent, or Guardian _____

How many participants under 18 are you responsible for? _____ **Ages** _____

Please List the names of the children you are signing for _____

The State of Colorado requires that information concerning addresses, phone numbers, etc. be collected for each participant. Please fill this out as accurately and completely as possible. Thanks for choosing Lost Paddle!

Full Name (Please Print) _____ **Age** _____ **Gender M F**

Address _____ **City** _____ **State** _____ **Zip** _____

Phone (Home) _____ **Phone (Cell)** _____ **email** _____

Rating the Rapids

The international scale of difficulty of given rapid or an entire run on a scale of I to VI. This scale works well in providing a general description of whitewater difficulty. The scale is similar to the green, blue, and black rating system for ski runs. One person's blue might be another's black depending on the whether they are more adept at moguls or steeps, and the same is true for river rafting. Our trips are rated using the scale below as a generalized reference. Keep in mind these ratings are based on typical water flows. Change in water flows can have a dynamic effect on a river and its ratings. Ratings can change either up or down depending on the flow in the river at the time of the trip. Factors such as the water flow levels, the ability of the crew to follow directions, the relative strength of the crews, guide experience, participant experience, and the weather conditions make any given trip harder or easier than the rating may suggest. Please keep these factors in mind while rafting on any river.

The rating below are excerpted from a safety brochure published by the Colorado State Parks for the Arkansas Headwaters Recreation Area.

Class I: Moving water, riffles, small waves.

Class II: Easy rapids, waves, clear channels.

Class III: Large waves, obstacles, narrow passages.

Class IV: Long rapids, unavoidable waves, many obstacles.

Class V: Violent rapids, extremely difficult, unseen hazards.

River conditions and ratings can change with any change in flow volume. Whitewater boating has an element of risk at all ratings and flows.