J.P. Legel, Inc. d/b/a A Wanderlust Adventure

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WHITE WATER RAFTING ASSUMPTION OF RISK,
RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The person who is participating in white water rafting with J.P. Legel, Inc. d/b/a A Wanderlust Adventure shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that participation in white water rafting (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agrees and understands that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agrees and understands that risks include, but are not limited to: changing weather conditions, water conditions, hidden underwater obstacles, changing and unpredictable currents, drowning, exposure, overturning, transportation to and from the river, carrying rafts and other equipment, the condition of the PARTICIPANT, dehydration, and high elevation [if applicable]. RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.

In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby agrees to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, THE UNDERSIGNED agrees to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** J.P. LEGEL, INC. d/b/a A WANDERLUST ADVENTURE, its affiliated organization and companies, the United States, and their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, **including those injuries and damages caused by any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY**. By execution of this release, THE UNDERSIGNED **AGREES TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a third party arising from the PARTICIPANT's participation in the ACTIVITY.

THE UNDERSIGNED recognize that helmets and life jackets are required and PARTICIPANT agrees to wear a helmet and life jacket at all times while participating in the ACTIVITY. The PARTICIPANT AGREES to the use of any and all photographs and videos which may be taken of them while on the premise of A Wanderlust Adventure, including all raft trips, by A Wanderlust Adventure, for any purpose whatsoever, without compensation to them. All images shall constitute A Wanderlust Adventure property.

THE UNDERSIGNED represents that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorizes any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agrees that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall have no further responsibility for PARTICIPANT. Further, THE UNDERSIGNED **agrees to pay all costs** associated with such medical care and related transportation provided for PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY for any costs incurred therein, or any claims originating therefrom.

In consideration for allowing PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED **AGREES** that **ANY AND ALL** claims for injury and/or death arising from the PARTICIPANT's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO**.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. If applicable, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of a minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor PARTICIPANT otherwise may have.

This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

By signing this agreement without a parent or guardian's signature, the PARTICIPANT represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

_____	_____	_____
Printed Name of PARTICIPANT	Signature of PARTICIPANT	Date
_____	_____	_____
Printed Name of Parent/Legal Guardian #1	Signature of Parent/Legal Guardian #1	Date
_____	_____	_____
Printed Name of Parent/Legal Guardian #2	Signature of Parent/Legal Guardian #2	Date

_____ _____
Address Telephone

Emergency Contact: _____ ( ) _____
NAME/RELATION TELEPHONE