ECHO CANYON RIVER EXPEDITIONS

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

NAME OF PARTICIPANT:_____ AGE:_____ PHONE ( )_____

ADDRESS:_____EMAIL:_____

1. The person who is participating in white water rafting with Echo Canyon River Expeditions, LLC (hereinafter "Echo") shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" refers to only the PARTICIPANT when the PARTICIPANT is age 18 or older. It refers to both the PARTICIPANT and the PARTICIPANT'S parent or legal guardian when the PARTICIPANT is under the age of 18. This Agreement is intended to apply to trips taken with Echo within 180 days of the date entered above.

2. By signing this document, THE UNDERSIGNED acknowledge that participation in a whitewater river trip and related transportation (referred to herein as "Activity") has risks including, but not limited to, transportation by vehicle to and from the river, allergies to the environment and/or equipment, rapids, cold water, the possibility of the boat flipping, one or more passengers otherwise being washed or knocked from the raft into the river, possibility of impact with equipment, rocks, other people, or man-made obstacles, and off-river risks including rough trails, poisonous plants and animals, exposure to sun, heat, weather including, cold, rain, and snow and the possibility of mental distress from exposure to any one or more of the above listed risks and others. THE UNDERSIGNED acknowledge that prolonged exposure to cold water can result in cold shock, hyperventilation, hypothermia, or drowning – all of which could lead to my injury or death. I understand that communication in the river environment in which this activity occurs is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. I understand Echo has wetsuits available for my use and encourage me to make use of them. THE UNDERSIGNED acknowledge that guides have difficult jobs to perform and are limited by the information given by participants. Weather, elements, and terrain are difficult to judge, and equipment might malfunction. THE UNDERSIGNED are aware that participant will be participating in an activity which has significant risks, which may cause injury and even death. Some of the risks are inherent and cannot be eliminated or reduced without changing the basic nature of the experience. PARTICIPANT is voluntarily participating in this activity with knowledge of the risks and dangers involved.

3. In consideration of PARTICIPANT being permitted to participate in the Activity, THE UNDERSIGNED hereby acknowledges and agrees to assume any and all risks associated with Participant's participation in the Activity, whether or not those risks are described above, and whether they are inherent or otherwise. PARTICIPANT agrees to follow and abide by all instruction given by Echo personnel.

4. THE UNDERSIGNED agrees to release, and agrees not to sue, Echo Canyon River Expeditions, or their respective officers, members, employees and directors (each hereinafter a "Released Party") with respect to any and all liability and claims, for injury, death or otherwise, arising from Participant's participation in the Activity. In addition, the undersigned agrees to hold harmless and indemnify (meaning to protect and pay, by reimbursement or otherwise) released parties and each of them from and against any claims, by whomever they may be brought, arising from a loss incurred by Participant, or caused by Participant, in connection with Participant's participation in the activity.

These agreements of release and indemnity include, but not exclusively, claims based on any released party's alleged or actual negligence (but not gross negligence or intentionally wrong conduct) and breach of any expressed or implied warranty. The agreements of release and indemnity extend also to claims arising from the acts or omissions of all officials, professional personnel and other persons on account of first aid treatment or services rendered to Participant during participation in the activity. The undersigned agrees to pay or reimburse a released party for all costs associated with such medical care and/or transportation to a medical facility or hospital.

5. THE UNDERSIGNED further agree to assume the risk of any medical or physical condition PARTICIPANT may have, including those conditions described in the space provided immediately hereafter. (Leaving line blank indicates "none.")

Conditions:_____

6. Echo and persons authorized by them, may use photographic images of PARTICIPANT taken during the Activity in promotional materials.

7. THE UNDERSIGNED understand and agree that a helmet is in no way a guaranty of safety and that no helmet can protect the wearer against impacts to the head, and that whitewater rafting can expose the user to forces that exceed the limits of protection provided by this helmet. THE UNDERSIGNED also understand that the helmet does not protect against injury to the neck, spine or any other part of the body, and that these limitations are INHERENT RISKS of any activity in which a helmet may used.

8. If participant is a minor (under 18 years of age in most states) the undersigned parent or legal guardian acknowledges that he or she agrees to the assumption of risks, release and indemnity and other provisions set out above, for himself or herself, and also on behalf of the minor, and that the minor shall be bound by the terms of such agreements. Parent or legal guardian understands that he or she is waiving certain rights on behalf of the minor, which the minor otherwise may have. The undersigned parent or legal guardian understands that but for his or her entering into these agreements on behalf of the minor participant, that participant would not have been permitted to participate in the activity.

9. By signing this agreement without a parent or guardian's signature, the PARTICIPANT represents that he or she is at least 18 years of age. A person signing as the parent or guardian of a minor PARTICIPANT represents that he or she is the legal parent or guardian of the minor PARTICIPANT.

10. THE UNDERSIGNED agree that any dispute involving these matters and/or participation in the Activity shall be governed by the laws of the State of Colorado with venue in Fremont County, Colorado.

11. 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. This release shall be binding upon the assignees, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital. **I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, KNOW AND UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING RIGHTS WHICH I MIGHT OTHERWISE HAVE.**

_____

Signature of PARTICIPANT Date

_____ _____ _____

Signature of Parent/Legal Guardian #1 Date Signature of Parent/Guardian #2 Date