

**J. D. VENTURES, Inc. and RAPID TRANSIT RAFTING
 WHITEWATER 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 Rapid Transit Rafting 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, swimming, wading, hiking, climbing on rocks and slopes, portaging, and traveling to and from activity sites (hereinafter collectively the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand 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 agree and understand that risks include, but are not limited to: changing weather, water conditions, hidden underwater obstacles, slippery terrain, changing and unpredictable currents, drowning, exposure, overturning, collisions when traveling by vehicle to/from the river, carrying rafts and other equipment, feet and other body parts becoming entrapped in or under rocks and other objects, contact with wild animals, poisonous reptiles or plants, equipment failure, the condition of the PARTICIPANT, dehydration, and high elevation. THE UNDERSIGNED acknowledge and understand that the description of activities and risks listed above are not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. By signing this release, THE UNDERSIGNED recognize that property loss, serious injury and death are possible while participating in the ACTIVITY. **RECOGNIZING THE RISKS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE SERVICES OF RAPID TRANSIT RAFTING AND EXPRESSLY ASSUME ALL RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby agree to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, THE UNDERSIGNED agree to **HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** JD Ventures dba Rapid Transit Rafting, its affiliated organization and companies, the United States, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR 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 claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to** make a claim or **file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT's participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorneys' fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

THE UNDERSIGNED are responsible for determining PARTICIPANT's medical, physical or other qualifications or suitability for participating in the ACTIVITY. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize 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 agree 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 **agree 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 **AGREE THAT ANY AND ALL** claims for injury/death arising from the PARTICIPANT's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION** shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO.**

In the case of a minor PARTICIPANT, the undersigned parent/legal guardian acknowledges that he/she is not only signing this release on his/her behalf, but that he/she is also signing this release on behalf of the minor and that the minor shall be bound by all the terms of this release. Additionally, by signing this release as the parent/legal guardian of a minor PARTICIPANT, the parent/legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent/legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate. 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.

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, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

THE UNDERSIGNED acknowledge that river conditions vary from season to season, day to day, and even trip to trip. JD Ventures and Rapid Transit Rafting are not responsible for changes in river conditions. THE UNDERSIGNED recognize that lifejackets are required and helmets are recommended. PARTICIPANT agrees to wear a lifejacket at all times while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable 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 guard against injury to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of any activity in which a helmet may be used.

The PARTICIPANT AGREES to the use of any and all photographs and videos which may be taken of them while on the premise of Rapid Transit Rafting, including all raft trips, for any purpose whatsoever, without compensation to them. All images shall constitute Rapid Transit Rafting property.

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

_____ Address (including City, State, Zip)	_____ Home/Work/Cell Telephone	_____ Local Telephone Contact
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Emergency Contact: _____
 NAME/RELATION _____ TELEPHONE _____