

Adventure Release Forms

These forms are necessary only for those who intend to participate in CE adventure activities. See each release form for a list of participating camps.

Mile Hi Rafting Release Form (Teen Camps Only)

Release of Liability & Acknowledgment of Risk

In consideration of Mile Hi Rafting LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MHR"), I hereby agree to release, indemnify, and discharge MHR and the cities of Idaho Springs, Golden, Salida, Canon City, Buena Vista, and Clear Creek County, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge what rafting 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: boat capsizes, river conditions and currents, travel in remote areas; collision with objects or other water craft, prolonged exposure to cold water; hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, storms, large waves, eddies and whirlpools and lightning; wrist, arm, shoulder, and/or back injuries; slips and falls while hiking; and rapidly changing adverse weather and water conditions. Furthermore, MHR guides 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, the elements, or the terrain. They may give inadequate 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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MHR from any and all claims, demands, or cause of action, which are in any way connected with my participation in this activity or my use of MHR's equipment or facilities, **including such claims which allege acts or omissions of MHR.**

4. Should MHR, 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 MHR, 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 portions 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 in a court of law to have waived my right to maintain a lawsuit against MHR on the basis of any claim form on which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Signature of Participant _____ Date _____
Print Name _____ Phone _____
Address _____ City _____ State _____ Zip _____
E-mail _____ Age _____

Parent or Guardian's Additional Indemnification (Must be completed for participants under the age of 18)

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

Signature of Parent or Guardian: _____ Print Name: _____