

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

IMPORTANT - READ CAREFULLY. This document affects your legal rights. It must be signed by you, the 'Participant', whether you are an adult or minor, if you are renting or otherwise using equipment or participating in activities and/or services offered by Colorado River Guides, Inc. (referred to in this document as "Provider"). It must be signed also by a parent or guardian if you are a minor Participant (under 18 years of age.) The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor Participant. References in this agreement to 'I' or 'we' include all who sign below unless otherwise clearly indicated.

- 1. I understand there are hazards associated with the Novel Coronavirus disease (COVID-19) known & unknown, and am familiar with the Centers for Disease Control and Prevention (CDC) guidelines regarding COVID-19 & the World Health Organizations (WHO) technical guidance concerning COVID-19. I also understand and am familiar with local state, county, and municipal public health orders currently in affect at the location(s) in which the provider operates. I acknowledge and understand that the circumstances regarding COVID-19 are changing and that the CDC/WHO guidelines & public health orders are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates to these protocols, guidelines, and public health orders.
2. Notwithstanding the risks associated with COVID-19 known & unknown, which I readily acknowledge, I hereby willingly choose to participate in activities & services offered and provided by Colorado River Guides Inc.
3. I acknowledge and fully assume all risks of serious illness and/or death related to COVID-19 known & unknown arising from participating in the activities and services offered by the provider and hereby RELEASE, INDEMNIFY, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself, others, and any minor children from whom I have the capacity to contract) Colorado River Guides Inc., their owners, officers, directors, agents, employees, and assigns (the 'RELEASEES') from any liability related to COVID-19 which might occur as a result of my being on premises and/or participating in any activity or service offered by the provider.
4. I shall indemnify, defend, and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from, or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Colorado. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES AND/OR SERVICES OFFERED BY THE PROVIDER.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(Day)

(Month)

Full Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

Spouse/Guardian/Signature: \_\_\_\_\_

Minor/Children &/or Other Participants living at above address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Guide: \_\_\_\_\_ T/L: \_\_\_\_\_ Trip: \_\_\_\_\_