A1 Wildwater Participant Agreement  
(2019; WW,WS,PF,UM,NP)

IMPORTANT, READ CAREFULLY! This is a legal and binding document. In consideration of the services of Wildwater, Inc. (D.B.A. A1 Wildwater), its officers, agents, employees, stockholders, owners, or any other persons or entities associated with the business (hereinafter collectively referred to as A1 Wildwater), I do agree as follows:

Although A1 Wildwater has taken reasonable steps to provide you with appropriate equipment and skilled guides so you may enjoy an activity for which you may not be skilled, A1 Wildwater wishes to remind you that this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of this activity. The same elements that contribute to the unique character of this activity can be causes of loss or damage to your equipment and belongings, or accidental injury, illness, or in extreme cases, permanent trauma or death. We think it is important for you to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks: Road and Terrain Hazards: Travel in vehicles; travel to and from the activities, risks associated with vehicles moving in or around the areas of river ingress and egress; rough, rocky, slippery terrain and/or obstacles encountered on the way to and from the boat(s) or on the premises of A1 Wildwater or associated with the loading or unloading of boats, such as boats being blown off of, falling over, or dropping from trailers or vehicles and dangerous traffic on adjacent roads. River Hazards: Falling out of a boat; getting hit by objects such as paddles, bail buckets, oars, etc. or colliding with rocks, bridge abutments, other boats, or other objects while in or out of the boat; Entanglement/entrainment hazards posed by rafts, ropes, straps, rocks, bridges, bushes, trees, debris, or other objects; Hazards associated with capsizing of a boat or the folding of a boat in such a way as to cause people to be thrown against one another or out of the boat along with hazards associated with swimming in strong currents and extremely cold water, which could cause drowning or loss of life from shock, hypothermia, drowning, or other means. Weather hazards: Risks associated with cold water, high or sudden winds, lightning, hail, rain, fog, intense sun, and extreme temperature and altitude variations. Other hazards: Human, guide, driver, or employee error; errors in judgment by A1 Wildwater staff including the improper assessment of capabilities and conditions pertaining to the activities. Hazards associated with the combined effects of ever changing water levels, variances of weather, and variances of natural or unnatural phenomenon which may cause the river to become easier or more difficult than classifications may suggest. Hazards also may include bites, stings, allergic reactions, overexertion, heat stroke, burns, cuts, bruises, strains, broken bones, contaminated water, and food borne illnesses, and other injuries and illnesses. Hazards posed by equipment failure, malfunction, or misuse. Property loss, and serious injury and death, including by falling and drowning, are also possible.

Trip Description: I understand that the trip I am scheduled on is described as having class III & IV whitewater for our easier trip (Wildwater trip #1) and rigorous and extensive class III, IV and sometimes class IV+ (IV plus) whitewater, especially during high water conditions, on all of our other trips (#2 Wild & Scenic trip, #3 full day or all day trip, and #5 Upper Mishawaka trip). The trips are suitable for people with previous experience and/or first time rafters who are willing to paddle hard, follow commands, and participate as part of a team of paddlers. I understand that in some cases, I may need to self-rescue by swimming to shore on my own. If I am unfamiliar with how whitewater is rated, I will refer to the general international rating scale for whitewater which can be found on the internet and is also posted in the main building at A1 Wildwater.

Cold Water & Weather: I understand that the temperature of the water and air can vary greatly throughout the river rafting season, and that the water is generally cold throughout the season. I understand that a wetsuit is highly recommended for any trips with class III or IV rapids. I understand that a wetsuit is especially important for trips which take place during the high water season, which is generally from May through mid July in a good water year. I understand the importance of having a wetsuit during the high water season when the convergence of snow melt water, cool to cold air temperatures, and powerful high water conditions, can occur together. I understand that immersion in cold water, especially during the high water season, may cause hypothermia (very low body temperature). I understand that the best defense against hypothermia on the river is to be properly insulated against the cold by the use of a wetsuit, paddling jacket, pile or synthetic clothing, or a combination of some or all of these. I understand that my ability to swim in very cold water may be enhanced if I am properly insulated in a wetsuit.

My participation in this activity is purely voluntary; no one is forcing me to participate in spite of the risks. A1 Wildwater has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of participant, or other participants, for the participant activities. Client, and the parent or guardian of a minor Participant, accepts full responsibility for determining Participant’s medical, physical or other qualifications or suitability for participating in the activities. I am aware that whitewater boating entails risks of injury or death to me and/or the minors I am signing for. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I agree to assume responsibility for the risks identified herein and those risks not specifically identified.

I certify that I am fully capable of participating in this activity. Therefore, I assume full responsibility for myself, including any minors I sign for, for bodily injury, death, or loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this activity. I authorize A1 Wildwater to provide for me, or the minor children for whom I sign, such medical care as it considers necessary and appropriate, and I...
agree to pay all costs associated with such care and related transportation. I also consent to and authorize the use and reproduction by A1 Wildwater of any and all photographs and/or videos which may be taken of me while participating in activities with A1 Wildwater without compensation to myself. Any and all photo or video related material shall remain the sole property of A1 Wildwater.

Any dispute between A1 Wildwater and me or the minor children for whom I sign will be governed by the substantive laws of the State of Colorado and Larimer County and any mediation or suit shall take place only in the Courts of Colorado and Larimer County. If a dispute cannot be resolved by mutual agreement, I agree to submit it to a mediator recognized by the Courts of Colorado and Larimer County. I agree to pay all costs and attorneys’ fees incurred by A1 Wildwater in defending a claim or suit brought by me or by or on behalf of the minor for whom I sign, if the claim or suit is withdrawn or to the extent a court or mediator determines that A1 Wildwater is not responsible for the claimed injury or loss.

The agreements of release and indemnification above include claims arising in whole or in part from negligent (but not grossly negligent) acts or omissions by A1 Wildwater and all other claims, including for personal injury, wrongful death, property damage, products liability (including strict liability), breach of contract or warranty, or otherwise. The agreements are intended to be enforced to the fullest extent allowed by law, and to be binding on me as Participant and on me as parent or guardian of a minor Participant, individually and on behalf of the minor for whom I sign. If any part of this agreement is found to be unenforceable the rest of the document and all other parts shall remain in full force.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement is the only binding agreement between the parties of this agreement and that this agreement supersedes any and all other understandings, communications, advertisements, agreements, statements, representations, or warranties, whether they be verbal, written, or made by any agents or representatives of A1 Wildwater. This agreement may not be modified except by a written addendum issued by the Chief Executive Officer of A1 Wildwater. I realize that if any provision of this agreement is held invalid, the remainder of this agreement shall continue in full force and effect. By signing this agreement, I realize that this agreement and only this agreement shall be effective and binding upon me, my heirs, assigns, personal representative and estate for all members of my family, including any minors accompanying me and any minors who are not accompanying me.

Although A1 Wildwater tries to keep groups together as much as possible, there are some circumstances where groups may have to break up into different rafts in order to keep the boats weighted correctly, to maintain the correct numbers for our permitted use, for safety purposes, or for filling out the available capacity of the rafts. As a participant, I realize that my group may have to be broken up into separate rafts in some occasions due to the factors previously mentioned and agree to this provision as a participant.

Due to the variability of many factors which must be considered for a rafting trip, A1 Wildwater reserves the right to cancel or change any trip for reasons of safety, insufficient reservations, or for any other reason, and I agree to abide by this policy. I also agree to, and understand that A1 Wildwater reserves the right to refuse service to any individual for reasons of unsuitability, legal restrictions or reservations, for matters which may have insurance consequences, or for any other reason. In cases where A1 Wildwater refuses service to an individual for a reason or reasons as stated above, a full refund will be available for money paid to A1 Wildwater for the rafting trip, in most circumstances.

I hereby attest that my signature and information given below is authentic and accurate and that I have read, understood, accepted, and agreed to the terms and conditions as stated in this document.

[X] Adult Participant Signature: ___________________________ Dated: ____________

*If you have any minor children (17 yrs. or younger) rafting with you today please complete this box with your signature, # of kids, names, and ages.*

Signature of parent, guardian, or Person taking responsibility for a child: ___________________________

How many minors are you signing for? (#’s): _____ Ages: ___________________________

Please Print Kids' Name(s): ___________________________

The State of Colorado requires that information concerning address, phone numbers, etc. be collected for each participant. Please fill out this information as accurately and completely as possible. Thank you.

Full Name (Please Print): ___________________________ Age: _____ Sex: _____

Address: ______________________________________ City: ___________ St. _____ Zip: ________

Phone (hm): ___________________________ Ph (wk): ___________________________ Ph (cell): ___________________________

E-mail address: (Please Print) [it will not be misused, sold, etc.] ☒: ___________________________

Would you like to be included on our E-mail / newsletter list? ..............YES___ NO __

Last name of group organizer or organization (Please Print): ___________________________