

**ADVENTURE BOUND RIVER EXPEDITIONS
ASSUMPTION OF RISK AND RENTAL AGREEMENT**

Read carefully before deciding to sign – You are giving up legal rights by signing.
You are responsible for advising all members of your party of the following risks.

- 1)_____ The following agreement is made in consideration for rental of _____ boats(s) and equipment to be used on _____ river/lake section.
- 2)_____ Assumption of Risk: I understand and accept that rafting, canoeing and kayaking exposes me to many hazards, and participating in a river trip entails unavoidable risks including but not limited to: slips and falls, sunburn, dehydration, hypothermia, drowning, cuts and bruises, death and loss or damage to property. I also understand I should be in good physical health to participate in a river trip. I choose to participate in this trip in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of damage to property arising out of my participation in such a trip. I fully understand that I will be traveling at my own risk.
- 3)_____ Waiver and Release: In consideration of Adventure Bound, Inc. furnishing services and equipment to help me make this trip, I specifically release and forever discharge Adventure Bound, Inc. and its officers, agents, and employees from any and all liability or claims for any injury or damage to myself or my property sustained in connection with the trip, including, but not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Adventure Bound, Inc. or its officers, agents or employees. It is my intent by signing this Waiver and Release to release Adventure Bound, Inc. and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Adventure Bound, Inc. or whether based upon breach of contract, breach of warranty or any other legal theory.
- 4)_____ I understand that this is a rental trip. No Adventure Bound guide will be on the water to help me if I have a problem. If I am unwilling to assume these risks and other risks described in this form, Adventure Bound will give me a full refund.
- 5)_____ I understand that weather conditions and water conditions may present hazards. I take responsibility for researching and knowing water levels and weather conditions. I take responsibility for having the proper equipment and adequate experience for the weather or water conditions I may encounter.
- 6)_____ I understand that if I have any questions or concerns before going on this trip, I can ask an Adventure Bound staff member for help.
- 7)_____ I understand that a properly sized, adjusted, and buckled personal flotation device is critical to my safety. I will wear it at all times while on the water. If I am unsure of fit, I will ask Adventure Bound staff for help.
- 8)_____ I understand the risks involved in transporting rented equipment to and from Adventure Bound premises. I accept any and all risks of injury and damage to rented equipment, to property belonging to myself and others personally, which risks are related to transporting rented equipment.
- 9)_____ I confirm that I have fully and honestly provided information about my abilities and experience with similar activities and equipment, and I have revealed any known health or physical limitations that may impact my ability to participate. It is my intention to specifically release Adventure Bound, Inc. and its officers, agents, and employees from any liability for the failure to accurately evaluate my ability to participate in the activity.
- 10)_____ The activity associated with this Rental Agreement is Rafting and/or Inflatable Kayaking. I understand that the Release of Liability is intended to cover the above activity, as well as transportation to and from the activity. I understand that if the rental equipment is used for any other purpose than the specified activity that I will be responsible for all injury or damage to myself, other persons and property including the rented equipment.
- 11)_____ I understand that the rental equipment may malfunction, break or become inoperable. I understand that these are inherent risks of my activity and assume all risk of injury or damage arising from equipment malfunction.
- 12)_____ I understand my credit card number will be on file at Adventure Bound, Inc. to cover equipment loss or damage. If equipment is damaged, lost or destroyed, I am responsible for 90% of the retail replacement cost.
- 13)_____ I have set times for pick-up and drop-off with Adventure Bound. I am aware that there is a \$35 fee for each hour after appointed pick-up and/or drop-off times set.
- 14)_____ To start my trip, I am meeting Adventure Bound at _____ at _____ AM/PM. To end my trip, I am meeting Adventure Bound at _____ at _____ AM/PM.
- 15)_____ The venue of any dispute that may arise out of this agreement or otherwise to which Adventure Bound, Inc. or its agents is a party shall be Mesa County, Grand Junction, Colorado.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I WILL INFORM ALL MEMBERS OF MY PARTY OF THE RISKS WE ARE ACCEPTING. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO AGREE THAT I WILL NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Date: ___/___/___ Check if you are 21 or older _____

Participant's Signature

Printed Name (must be legible)

Participant Phone Number

Street Address

City/State/Zip Code