

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **Bill Dvorak's Kayak & Rafting Expeditions, Inc., Dvorak Parkdale River Center, Inc., Between the Lines Hardware, Inc., and/or Arkansas Parkdale River Center, LLC**, and their respective agents, owners, officers, directors, shareholders, members, managers, volunteers, participants, employees, subcontractors, and all other persons or entities acting in any capacity on their behalf, including William and Jaculine Dvorak personally, (hereinafter collectively referred to as "BDKRE/DPRC/BTLH/APRC"), I hereby agree to release, indemnify, and discharge BDKRE/DPRC/BTLH/APRC, on behalf of myself, my spouse, my children, my parents, my siblings, my heirs, assigns, personal representative and estate as follows:

I acknowledge that outdoor adventure based activities such as rafting, kayaking, hiking, mountain biking, rock climbing, 4WD tours and fishing (the "Activities") entail 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: Participants may be jarred and thrown about; may be injured by other participants or contact with equipment; may slip, fall, or be washed overboard and exposed to cold water that can result in cold shock, hyperventilation, hypothermia, and/or drowning; and/or may be hit by falling objects. Objects in the river, either floating or underneath the water can cause injuries. At any time of the year, severe weather conditions can occur such as bright sun, rain, snow, sleet, high winds and hail, which may result in exposure to temperature extremes which can cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, and/or dehydration I acknowledge that no one can control the weather and that it can affect the duration and enjoyment of the trip. Participants may be exposed to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; exhaustion; and improper lifting or carrying. I also understand that travel by air and/or motor vehicles involves certain inherent risks such as accidents, mechanical failure, and other risks not specifically detailed herein. All of these risks, and other risks not specifically listed above, may result in damage to property, injury or even death.

Furthermore, BDKRE/DPRC/BTLH/APRC employees 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 or other environmental conditions. They may give incomplete 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 THE ACTIVITIES. 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 BDKRE/DPRC/BTLH/APRC, or anyone acting on their behalf, and pay all damages, judgments or amounts, expenses, including all costs of defense and/or costs of enforcing this agreement, including attorney's fees and costs, incurred by BDKRE related to such lawsuits, claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BDKRE/DPRC/BTLH/APRC equipment or facilities, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF BDKRE/DPRC/BTLH/APRC.

4. 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.

5. In the event that I file a lawsuit against BDKRE/DPRC/BTLH/APRC, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of Colorado 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.

6. In the event that I damage, lose, or destroy any BDKRE/DPRC/BTLH/APRC property, I agree to compensate BDKRE/DPRC/BTLH/APRC for the full retail value of the property, per the current price listed by BDKRE/DPRC/BTLH/APRC.

I consent to having any photograph of me or my family members used, published or sold (without compensation to me or them) by BDKRE/DPRC/BTLH/APRC.

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 BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST BDKRE ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED BDKRE HEREIN.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature of Participant _____ *Print Name* _____

Address _____ City _____ State _____ Zip _____

Phone _____ Cell Phone _____ Date _____

Email Address: _____

Confirm # 7- _____ (RIVER) _____ Trip Date from _____ to _____

TURN OVER FOR PARENT OR GUIARDIAN'S INDEMNIFICATION SIGNATURE REQUIREMENTS.....

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name)
("Minor") being permitted by BDKRE/DPRC/BTLH/APRC to participate in its activities and to use its equipment and facilities, I warrant that I am the parent or guardian of Minor and that I have the authority to make decisions as to Minor's participation in recreational activities, I further agree to indemnify and hold harmless BDKRE/DPRC/BTLH/APRC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I HEREBY CONSENT TO MY CHILD PARTICIPATING IN THE TRIP, AND I UNDERSTAND AND AGREE THAT ALL OF THE TERMS OF THIS AGREEMENT SHALL APPLY EQUALLY TO BOTH MYSELF AND MY CHILD.

Parent or Guardian Signature _____

Parent or Guardian's Name Print) _____

Participant's Signature: _____

Address of Parent: _____

City _____ State _____ Zip _____

Phones H: _____ C: _____ Date _____

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