ACKNOWLEDGEMENT, WAIVER, RELEASE, AND INDEMNIFICATION

In exchange for and in consideration of the right to use certain property and equipment owned by the Town, ToP Adventures of Parachute, Colorado (the "Town, ToP Adventures") dba ToP Adventures, including but not limited to inflatable inner tubes and other water equipment ("Property and Equipment"), for use on the Colorado River, I agree as follows:

I UNDERSTAND AND ACKNOWLEDGE THAT use of the Town, ToP Adventures's Property and Equipment entail risks of **injury, death to myself and other users, and property loss or damage**. Those risks include, but are not limited to, the inherent risks of participating in a water-related activity on the Colorado River, as well as acts of God, forces of nature, negligent and acts of commission or omission by the Town, ToP Adventures, or of its officers, directors, agents, members, managers, employees, subcontractors, independent contractors and partners.

I AGREE TO ASSUME AND ACCEPT FULL RESPONSIBILITY for all risk of personal injury, accidental injury and/or death, and loss or damage associated with use of Town, ToP Adventures's Property and Equipment and of my conduct while using the Town, ToP Adventures's Property and Equipment. I further acknowledge that consuming alcohol and/or other intoxicating substances while using the Town, ToP Adventures's Property and Equipment is inherently dangerous and is not encouraged or sanctioned by the Town, ToP Adventures.

I HEREBY CERTIFY that I am in good health and fully capable of using the Town, ToP Adventures's Property and Equipment and participating in activities on the Colorado River.

I HEREBY RELEASE, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS, the Town, ToP Adventures, its officers, directors, agents, employees, independent contractors, and partners from and against all claims, demands, losses, liabilities, costs and expenses including but, not limited to, attorneys' fees for personal injury or property damage of any kind (collectively "Claims") whether now known or unknown, suspected or unsuspected, arising out of or in connection with use of the Town, ToP Adventures's Property and Equipment and my conduct while using the Town, ToP Adventures's Property and Equipment, whether or not such injury or death or loss of or damage to property was caused by their negligence or any other causes..

I FURTHER AGREE NOT TO SUE, claim against, attach the property of, or prosecute the Town, ToP Adventures or any of its officers, directors, agents, members, managers, employees, subcontractors, independent contractors, and partners for any injury or death or loss of or damage to property caused by or resulting from the use of the Town, ToP Adventures's Property and Equipment, whether or not such injury or death or loss of or damage to property was caused by their negligence or any other causes.

THIS AGREEMENT shall be legally binding upon me, my heirs, my estate, assigns, legal guardians, and my personal representatives.

I HAVE CAREFULLY READ THE AGREEMENT and fully understand its contents. I understand that the Town, ToP Adventures is relying upon this Agreement in allowing me to use its property and equipment. I am aware that I am releasing certain rights that I may otherwise have, and I enter into this Agreement on my own free will.

I ACKNOWLEDGE I HAVE READ AND DO UNDERSTAND THE AGREEMENT.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS.

Print Name: _____ Phone: _____

Signature: _____ Date: _____

Signature of parent or guardian if less than 18 years old: _____

Printed Name: _____ Relationship with minor: _____

Equipment: Tube: #_____ PFD (personal flotation device): #_____ Oars: #_____