

Health & Release Form

Use this form for overnight trips.



Agreement, Acceptance of Responsibility, Release and Discharge and Acknowledgement of Risks

In consideration of the services of *Journey Quest, Inc.*, DBA *Vessels For Honor Rafting*, and *Alpha Omega Institute*, their officers, agents, employees, representatives or all other persons or entities acting in any capacity on its behalf (herein referred to as **JQ/VFH/AOI**), I hereby agree to release and discharge JQ/VFH/AOI, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

I. I fully understand and acknowledge that the activities, including rafting, kayaking, climbing, and challenge course, I am about to engage in as a participant, bear known and unanticipated risks which could result in injury, death, paralysis, or damage to myself, my property, or other third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities. The risks include, among other things: **1.** Rapids can cause participants to be jolted, jarred, bounced, thrown about, and otherwise shaken and participants may come in contact with food boxes, storage containers, other participants or other fixed equipment, **2.** Boats may overturn causing a. exposure to cold water and/or hypothermia; b. injuries sustained from the raft and its supplies and/or equipment or from items in the river bed, such as floating debris or rocks; c. drowning; **3.** Participants may be washed overboard which can result in any of the above events occurring, **4.** The acts or omissions, negligence in any degree of JQ/VFH/AOI, **5.** Use or operation, by myself or others, of equipment supplied by JQ/VFH/AOI, or other persons or entities, **6.** Acts of other participants in this activity, or other person or entities, **7.** My own physical condition or my own acts or omissions, **8.** Condition of roads, trails, waterways, fields or terrain and accidents connected with their use, **9.** First aid emergency treatment or other services rendered, **10.** Consumption of food or drink, **11.** Contact with domestic and wild animals, **12.** High altitude, **13.** Severe weather changes, **14.** Exposure to natural elements, **15.** Rock fall, **16.** Poisonous plants, **17.** Bites or stings, **18.** Allergic reactions.

I understand and acknowledge that the above list is not exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness or disease, or damage to myself, to my property or to participants. I knowingly and expressly accept those not specifically listed above as well.

- II. I fully understand and acknowledge that JQ/VFH/AOI cannot guarantee my safety. Being fully aware of the foregoing, I expressly agree and promise to accept and assume all risks from my participation in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks.
- III. _____ (Initials) Persons participating as a paddle crewmember for Royal Gorge trips acknowledge prior class 3 paddling experience.
- IV. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify JQ/VFH/AOI, its agents or employees, US Forest Service, US National Park Service, Colorado Division of Parks and Recreation, BLM, City of Canon City, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of JQ/VFH/AOI, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property. In signing this document, I fully recognize that if anyone is hurt or property is damaged while I am engaged in this activity, I will have no right to make a claim or file a lawsuit against any of the entities referred to above.
- V. Should it become necessary for JQ/VFH/AOI, or anyone acting on its behalf, to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- VI. I agree that any dispute over this agreement will be resolved in the State of Colorado. I agree that the substantive law of that state shall apply in that action. If the dispute can not be resolved by mutual agreement, I agree to submit it to a mediator recognized by the courts of that state.
- VII. I certify that I have sufficient health, accident and liability insurance to cover any injury or damage I may suffer or cause while participating in these activities or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in these activities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly by any such condition.
- VIII. I grant permission to JQ/VFH/AOI to use photographs or video footage taken of me, online or in print, for sale, public relations or fundraising purposes.

My signature below indicates I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Parent's or Legal Guardian's Additional Indemnification (Must be completed for each participant under the age of 18)

In consideration of _____ (print Minor's name) being permitted by JQ/VFH/AOI to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless JQ/VFH/AOI 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.

Signature of Parent or Legal Guardian: _____ Date: _____

INDIVIDUAL ADULT and/or MINOR PARTICIPANT'S AGREEMENT, RELEASE AND ASSUMPTION OF RISK FORM
Please READ this activity(s) participation waiver carefully and sign at the bottom with your complete information details.

In consideration of the services of **Bill Dvorak Kayak & Rafting Expeditions, Inc.**, Dvorak Parkdale River Center, Inc., and/or Between the Lines Hardware, Inc. and their respective agents, owners, officers, directors, shareholders, members, managers, volunteers, participants, employees, **sub-contractors**, 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**")). I hereby agree to release, indemnify, and discharge **BDKRE/DPRC/BTLH** 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, zip-line, standup paddle boarding, float and wade/walk fishing, horseback riding, (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(s).

THE RISKS INCLUDE, AMONG OTHER THINGS: **Water related** and/or **Multi-sport** activity(s) the participants may be jarred and thrown about; maybe injured by other participants or contact with equipment; may slip, fall, or be washed overboard and exposed to cold water 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 understand risks of the conduct and acts of the horse, including bucking, running, kicking and jumping, being thrown from the horse, feeding the horse all may result in injury or even death. 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.

1. Furthermore, ("**BDKRE/DPRC/BTLH**") employees have difficult jobs to perform. They seek safety but they are not infallible. They might be aware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warning 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**") 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/DPRC/BTLH**") related to such lawsuits, claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of ("**BDKRE/DPRC/BTLH**") equipment or facilities, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF ("**BDKRE/DPRC/BTLH**").

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**"), 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**") property, I agree to compensate ("**BDKRE/DPRC/BTLH**") for the full replacement value of the property, per the current price listed in the year of activity by ("**BDKRE/DPRC/BTLH**").

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY(S), I MAY BE FUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST ("BDKRE/DPRC/BTLH**") ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED ("**BDKRE/DPRC/BTLH**") HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND INQUIRE WITH QUESTIONS; VIEW SAFETY VIDEO ONLINE AT WWW.DVORAKEXPEDITIONS.COM. I HAVE READ AND UNDERSTOOD IT AND I AGREE TO BE BOUND BY ITS TERMS.**

PARTICIPANT SIGNATURE

SIGNATURE OF PARTICIPANT: _____ Date Signed: ____/____/20__

Print participant's full name: _____

ADDRESS: _____ CITY _____ ZIP _____

PHONE (MAIN): _____ CELL PHONE: _____

EMAIL ADDRESS: _____ Date of Birth: _____

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

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION SIGNATURE:

In consideration of _____ (Print minor's name) being permitted by ("**BDKRE/DPRC/BTLH**") to participate in its activity(s) and to use its equipment and facilities, I warrant that I am the parent or guardian of this Minor and that I have the authority to make decisions as to Minor's participation in recreational activity(s), I further agree to indemnify and hold harmless ("**BDKRE/DPRC/BTLH**") 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 ACTIVITY(S) 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: _____ Date Signed: ____/____/20__

Print Parent's or Guardian's name: _____

ADDRESS: _____ CITY _____ ZIP _____

PHONE (MAIN): _____ CELL PHONE _____

EMAIL ADDRESS: _____ Date of Birth _____

*I also consent to having any photographs, video or camera shots taken of me to be used in marketing, published and/or sold by ("**BDKRE/DPRC/BTLH**") without compensation to me the participant in the activity(s).* _____ INITIAL HERE

RIVER: _____ ACTIVITY: _____ TRIP DATE: _____ RESERVATION # _____