

RELEASE AND ASSUMPTION OF RISK FORM INDIVIDUAL ADULT and/or MINOR PARTICIPANT'S AGREEMENT
Please READ this activity(s) participation WAIVER carefully - sign at the bottom with all information completely.

In consideration of the services of **Bill Dvorak Kayak & Rafting Expeditions, Inc, dba SUP-DVK, 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, Jacqueline and Matthew Dvorak personally, (hereinafter collectively corporations referred to as ("BDKRE dba SUP DVK /BTLH"). I hereby agree to release, indemnify, and discharge BDKRE dba SUP-DVK & BTLH on behalf of myself, my spouse, my children, my parents, my siblings, my heirs, assigns, personal representative and state as follows: I acknowledge that outdoor adventure based activities such as rafting, kayaking, duckies, hiking, mountain biking, rock climbing, 4WD tours, zip-line, standup paddle boarding, tubing, 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, may all 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 dba SUP-DVK & 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 ACTIVITES. 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 dba SUP DVK /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 dba SUP DVK & 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/dba SUP DVK /BTLH ") equipment or facilities, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF("BDKRE dba SUP DVK & 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 dba SUP DVK & 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 dba SUP DVK &BTLH ") property, I agree to compensate ("BDKRE dba SUP DVK & BTLH ") for the full replacement value of the property, per the current price listed in the year of activity by ("BDKRE dba SUP DVK & 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 FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST ("BDKRE/dba SUP DVK /BTLH ") ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED ("BDKRE/dba SUP DVK /BTLH ") HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND INQUIRE WITH QUESTIONS; VIEW SAFETY VIDEO ONLINE @ WWW.DVORAKEXPEDITIONS.COM. I HAVE READ UNDERSTOOD IT AND I AGREE TO BE BOUND BY ITS TERMS.

(1) ONE PER PERSON - **PARTICIPANT'S SIGNATURE** complete all fields for participant adult / child:

Print participant's full name: _____
SIGNATURE OF PARTICIPANT: _____ Date Signed: ____/____/20____
ADDRESS: _____ CITY _____ STATE _____ ZIP _____
PHONE (MAIN): _____ CELL PHONE: _____
EMAIL ADDRESS: _____ Date of Birth: _____

***PHOTO RELEASE: 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/dba SUP DVK /BTLH ") without compensation to me the participant in the activity(s). * _____ INITIAL HERE**

RIVER: _____ **TRIP DATE:** _____ **CONFIRM #** _____

Minor(s) Under 18 years: (Guardian must complete the following section for every minor participant)

In consideration of;

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

Minor Name: _____ (Print minor's name) **Date of Birth:** ____/____/____

being permitted by " BDKRE dba SUP DVK &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(s) and that I have the authority to make decisions as to Minor's(s) participation in recreational activity(s), I further agree to indemnify and hold harmless ("BDKRE dba SUP DVK & BTLH ") from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).

I HEREBY CONSENT TO MY MINOR(S) PARTICIPATING IN THE ABOVE NAMED ACTIVITY(S) AND I UNDERSTAND AND AGREE THAT ALL OF THE TERMS OF THIS AGREEMENT SHALL APPLY EQUALLY TO BOTH MYSELF AND THIS MINOR(S).

Print Parent's or Guardian's name: _____

PARENT OR GUARDIAN SIGNATURE: _____ **Date Signed:** ____/____/20____

ADDRESS: _____ **CITY** _____ **STATE** _____ **ZIP** _____

PHONE (MAIN): _____ **EMAIL Address** _____

RIVER: _____ **TRIP DATE:** _____ **CONFIRM #** _____