

Riffle and Rise, LLC
1725 Moonlight Drive
Montrose, CO 81401
Colorado Outfitter License # 2936

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RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISK

In consideration for my participation in the activities of *Riffle and Rise, LLC* on the following date(s)

_____, I AGREE TO THE FOLLOWING RELEASE OF LIABILITY AND
ACKNOWLEDGEMENT OF RISK:

I acknowledge that fishing has inherent risks, hazards, and dangers. I UNDERSTAND THAT THESE RISKS,
HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- I. Water hazards in wading in the rivers including the possibility of being swept off of my feet, with the resulting possibility of being injured or even drowned.
- II. Hazards of hiking in rugged country, including slipping and falling.
- III. Injuries from fishing equipment and the actions of other participants.
- IV. Encounters with wildlife, including animals and insects.
- V. Temperature extremes, both anticipated and unanticipated, and other inclement weather conditions.
- VI. The unavailability of immediate medical attention in case of injury.

I understand and accept all of the known and unknown risks, hazards, and dangers of fishing and I assume such risks, hazards and dangers. I understand that these activities require good physical conditioning and a degree of skill and knowledge. I believe I have that physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF *Riffle and Rise, LLC* WITH FULL KNOWLEDGE OF THE KNOWN AND UNKNOWN RISKS OF INJURY, INCLUDING THE POSSIBILITY OF PARALYSIS OR DEATH and with such knowledge I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, WHETHER KNOWN OR UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF *Riffle and Rise, LLC*, its employees, agents, assigns or other, and assume full responsibility for my participation.

Furthermore, I, for myself, my heirs, successors, assigns, personal representatives/executors, next of kin, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE *Riffle and Rise, LLC*, its directors, officers, agents, employees, subcontractors, and volunteers or others, from any liability, and I AGREE TO DEFEND, TO INDEMNIFY, AND TO HOLD HARMLESS *Riffle and Rise, LLC*, its directors, officers, agents, employees, subcontractors, and volunteers or others, against, for, and from any and all claims, actions, cause of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity. The foregoing includes, but is not limited to, any damage, loss, or injury (including, but not limited to, paralysis or death) to me or my property as a result of my engaging in these activities whether such damage, loss, or injury results from negligence of *Riffle and Rise, LLC* or any other cause.

I HEREBY AFFIRM THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, THAT I DO CLEARLY AND FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT I DO FREELY AND VOLUNTARILY SIGN THIS RELEASE OF LIABILITY AND ACKNOWLEDGEMENT OF RISK.

Signature _____ Date _____

Print Full Name _____

Mailing Address _____

City, State, Zip _____

Phone Number _____ Email Address _____

If participant is a minor under the age of 18, a parent or guardian must sign on his/her behalf, in which case, the signatory agrees to defend, to indemnify, and to hold harmless *Riffle and Rise, LLC* against, for, and from any claims brought by or on behalf of said minor.

This is to certify that I, as parent/legal guardian with legal responsibility for this minor participant, do consent and agree to his/her release of all RELEASES as provided above, and, for myself my heirs, assigns, next of kin and next friend of the above named minor child, I release and agree to indemnify and hold harmless *Riffle and Rise, LLC* its directors, officers, agents, employees, subcontractors, and volunteers or others, from any and all liability incident to said minor child's involvement or participation in the activity, EVEN IF ARISING FROM THE NEGLIGENCE OF *Riffle and Rise, LLC* its directors, officers, agents, employees, subcontractors, and volunteers or others, to the fullest extent permitted by law.

Signature _____ Date _____

Print Full Name(s) of Participant(s) _____
