

WAIVER

In consideration of being given the opportunity to participate in the KREMMLING AREA CHAMBER OF COMMERCE ("Chamber") hosted WOLFORD MOUNTAIN RESERVOIR ICE FISHING CONTEST (the "Activity") at WOLFORD MOUNTAIN RESERVOIR, a project owned and operated by the COLORADO RIVER WATER CONSERVATION DISTRICT, acting by and through its Colorado River Water Projects Enterprise (the "River District"), for myself, my personal representative, assigns, heirs, and next of kin:

1. Fully understand that: (a) this Activity involve risks and dangers of serious bodily injury, including permanent disability, paralysis, death ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the Releasees named below; (c) there may be other risks and social and economic losses either not known to me or readily foreseeable at this time and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
2. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a participant and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity until the condition has been corrected to my satisfaction.
3. HEREBY RELEASE, discharge and covenant not to sue the River District and Chamber, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and/or lessors of the premises, on which the Activity takes place (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may occur as a result of such claim.
4. I recognize and agree that the River District is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.* Nothing herein is intended to waive any of the protections provided to the River District by the Colorado Governmental Immunity Act.

I have read this Waiver, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Waiver is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

IN SIGNING THIS DOCUMENT I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE RIVER DISTRICT OR CHAMBER, ITS OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND PRINCIPALS, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSE THE BODILY INJURY OR PROPERTY DAMAGE.

Printed Name of Participant

Date

Signature (only if 18 or over)

PARENTAL CONSENT

I, the minor's parent and/or legal guardian, understand the nature of rowing activities and the minors experience and capabilities and believe the minor to be qualified to participate in such Activity. I hereby release, discharge, covenant not to sue, and hold harmless each releases from liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost that may occur as the result of such claim.

Printed Name of Parent or Guardian

Date

Parent/Guardian Signature (participant under 18)

Address

Phone