

KAYAKERS and CANOERS PARTICIPATION REGISTRATION AND
INDEMNITY AND LIABILITY RELEASE FORM FOR THE
HISTORIC ARKANSAS RIVERWALK OF PUEBLO

This request for permission to participate made and entered on (date)_____

By (your name)_____

Who resides at (your address)_____

Hereinafter referred to as "I" and the Historic Arkansas Riverwalk of Pueblo Authority (the Authority)

It is hereby agreed to as follows:

1. **PARTICIPATION:** I wish to participate, or if signing as the parent for my minor child I wish for my minor child to participate in Kayaking and Canoeing on the Riverwalk (KCOR). In consideration of the Authority granting me, or my minor child or legal ward, permission to participate in KCOR I agree to abide by all the terms and conditions set forth in this agreement. I will pay a fee of \$____ to be submitted with this request. I agree to furnish my own equipment necessary to participate in KCOR. I agree that I will abide by all of the rules and conditions that are attached to this agreement or which may subsequently be issued by the Authority. I acknowledge it is my responsibility to carry insurance coverage to protect myself, my minor child if signing on behalf of my minor child, and any third person that might be injured as the result of my, or my minor child's actions. I represent to the Authority that I am physically fit, or if signing for my minor child that my minor child is physically fit, to participate in kayaking and canoeing. I agree to abide by all directions of those in charge of the KCOR and understand that jousting, interfering with other kayakers, canoers or paddle boarders, or entering or leaving the channel or Lake Elizabeth other than at the designated area for entry or exit from the channel or Lake Elizabeth will not be permitted and will result in my, or my minor child's, being excluded from further participation in KCOR. In the event my minor child is participating in KCOR and I am not participating I agree to remain on the premises or in the immediate area from which KCOR commences and to which it will return, until the kayaking and canoeing is concluded and my minor child is once again in my physical custody.
2. **HAZARDOUS ACTIVITY:** I understand that kayaking and canoeing are hazardous activities and that I could fall from the kayak or canoe into the water or could strike my head or other parts of my body on the sides of the channel or Lake Elizabeth. I understand that the potential of falling in the channel, which is 3 feet deep, or Lake Elizabeth, which is 9 feet deep, also leaves the possibility to drown, making it so only those who can swim are the only ones eligible to join the Paddler's Club. I understand that I could have a collision with another kayaker, canoer or a paddle boarder or suffer other mishaps or injuries as a result of participation in KCOR. I understand these risks and voluntarily assume these risks and dangers for myself or on behalf of my child or legal ward.
3. **LIABILITY RELEASE:** I understand that I am responsible for bodily injury or property damage that I or my child or legal ward should sustain while participating in KCOR. I am also responsible for medical expenses or any other expense incurred as a result of such bodily injury or property damage. I am responsible for any time I, or my child or legal ward shall lose in employment or school or other activity. I hereby for myself, my heirs, administrators and assigns release and discharge the Authority and all of its officers, directors and employees from claims, demands, actions, and causes of action for such injuries sustained to my person, or that of my child or legal ward and/or my property.
5. **INDEMNITY:** I agree to hold harmless, indemnify and defend and pay any expenses, loss or damage that is incurred by the Authority and all of its officers, directors and employees arising out of my participation in KCOR, or my minor child or legal ward's participation in KCOR.
6. **SEVERABILITY:** Should any provision of this agreement be determined by a Court of Law to be unenforceable the remaining provisions shall nevertheless remain in full force and effect.
7. **INDEMNITY / LIABILITY RELEASE BY PARENT OR GUARDIAN OF MINOR CHILD OR LEGAL WARD:** To the full extent permitted by the law of the State of Colorado, I waive the personal Injury rights or other claims of my minor child or legal ward, and agree to hold harmless, indemnify and defend the Authority and all of its officers, directors and employees from any financial loss suffered as a result of any claim brought on behalf of said minor child or legal ward. Further, I agree not to bring any claim or other legal action against the Authority and any of its officers, directors and employees for personal injuries suffered by said minor child or legal ward alleging negligent acts or acts of omissions by the Authority and its officers, directors and employees.
8. **MISCELLANEOUS:** This agreement shall be governed by the laws of the State of Colorado.

Kayaker's/Canoers (Parent's/Guardian's if minor (Signature)

Telephone number