PADDLE BOARDERS PARTICIPATION REGISTRATION AND INDEMNITY AND LIABILITY RELEASE FORM FOR THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO (HARP) AUTHORITY

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:

- 2. HAZARDOUS ACTIVITY: I understand that paddle boarding is a hazardous activity and that I could fall from the paddle board into the water or could fall and 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 paddle boarder, a kayaker, or suffer other mishaps or injuries as a result of participation in PBOR. 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 PBOR. I am also responsible for medical expenses or any other expense i neurred 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.
- 4. 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 PBOR, or my minor child or legal ward's participation in PBOR.
- 5. 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.
- 6. 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 Authority and its officers, directors and employees.
- 7. MISCELLANEOUS: This agreement shall be governed by the laws of the State of Colorado.