

## Royal Gorge Bridge & Park

# RELEASE AND WAIVER OF RIGHTS

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

1. In consideration of being able to use Royal Gorge Bridge & Park (as defined below)'s area, rides, attractions, activities, facilities, and/or services, I hereby agree to release and hold harmless Royal Gorge Bridge & Park, the Royal Gorge Company of Colorado, and all of its affiliated organizations and companies, each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, members, managers, officers, directors, shareholders, the City of Canon City, Fremont County, the US Forest Service, and any additional land-owners (collectively referred to in this Release as "Royal Gorge Bridge & Park") for any and all liability and/or claims for injury or death or damage to property arising in any way from any activity on the premises of Royal Gorge Bridge & Park or during an activity run or sponsored by Royal Gorge Bridge & Park off the premises. Reference to activity or activities in this Release include, but are not limited to, the Aerial Tram; the Cloudscaper Zip Line by ZipRider; the Carousel; the Royal Rush Skycoaster; Trolley; hiking, walking, climbing, or biking at Royal Gorge Bridge & Park; and any and all other rides, attractions and activities on Royal Gorge Bridge & Park's premises, or off the premises that are run or sponsored by Royal Gorge Bridge & Park.

2. **I agree to not sue or bring any claim against Royal Gorge Bridge & Park on any basis, including but not limited to, claims of negligence, negligence per se, premises liability, or breach of warranty. I understand that this Release includes a release of all claims even if they involve statutory violations or the negligent action or inactions of Royal Gorge Bridge & Park.**

3. I acknowledge that any activities at Royal Gorge Bridge & Park involve both known and unknown risks, which may involve the risk of physical injury or death. The known risks include, but are not limited to:

Falls and falling; equipment failure; equipment malfunction; ride failure; ride malfunction; use of equipment; slipping; impacts; collisions; natural and manmade hazards; adverse weather conditions; conditions of trails, waterways, roads, rides, equipment and terrain; uneven and/or slippery surfaces; biting, kicking, bolting, or other behaviors by animals; collisions; jumping; natural and manmade hazards; conditions of trails, waterways, roads, and terrain; uneven and/or slippery surfaces; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; heat stroke; high elevation; frostbite; and actions/inactions of others, including the negligence of others.

I understand that the description of risks above is not complete and that the activities may be dangerous and include other risks. **I voluntarily assume the risk of injury and/or death.**

4. I agree that I will be personally liable for and will pay all reasonable attorneys' fees and costs incurred by Royal Gorge Bridge & Park in defending any lawsuits or claims covered by this Release or any activity of mine with Royal Gorge Bridge & Park. I agree that under no circumstances will Royal Gorge Bridge & Park ever be responsible for any of my attorneys' fees.

5. I agree to obey all posted signs. I agree that I will not do any activities that are beyond my abilities. I acknowledge that I have the physical dexterity, ability, and knowledge to safely load, ride, and unload the lifts. I agree to visually inspect the area before engaging in any activities. I agree to wear and use appropriate safety equipment.

6. I authorize Royal Gorge Bridge & Park to call for medical care and/or transport me if in the opinion of its personnel such care is needed, and I will pay all costs associated with medical care and related transport, and release, defend, and indemnify Royal Gorge Bridge & Park for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport).

7. I agree that this Release covers all activities and each and every time I am at Royal Gorge Bridge & Park or doing any activity run or sponsored by Royal Gorge Bridge & Park, without requiring me to sign another form for each new day or activity.

9. I agree to fully defend, indemnify, and hold harmless Royal Gorge Bridge & Park from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.

10. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.

11. If I am signing as the parent or guardian, I agree that I am signing this on behalf of the minor. I further agree that both I and the minor are bound by all the terms of this Release, and both I and the minor are considered "I" in all the clauses of this Release.

12. I agree that any and all claims for injury or death against Royal Gorge Bridge & Park or related to this Release in any way shall be governed by Colorado law, and the exclusive jurisdiction of any such claim shall be in Fremont County District or County Court, or the Federal Court for the State of Colorado.

13. This Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable. I agree that this Release shall be binding upon my assignees, subrogors, heirs, next of kin, executors, and personal representatives.

14. **I have read and fully understand the terms of this Release. I confirm that I voluntarily agree to the terms of this Release and I voluntarily agree to participate in the activities.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
AGE – Birth Date

\_\_\_\_\_  
Print Name of Parent/Legal Guardian of Minor Participant

\_\_\_\_\_  
Signature of Parent or Legal Guardian

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Emergency Contact (Name & Relationship)

\_\_\_\_\_  
Contact Telephone Number