

**FAMILY TRIP- ACKNOWLEDGMENT & ASSUMPTION OF RISKS AND RELEASE & INDEMNITY AGREEMENT**



**INTRODUCTION**

Please read this entire Acknowledgment & Assumption of Risks and Release & Indemnity Agreement (hereafter ‘Document’) carefully before signing. All participants must sign this Document. For participants under 18 yrs. of age (hereafter sometimes ‘minor’ or ‘child’) one or both Parent/s or Guardian/s (hereafter collectively ‘Parent/s’) must also sign. In consideration of the services of Avid4 Adventure, Inc., and its agents, owners, officers, employees, contractors, representatives and all other persons or entities associated with it (collectively referred to in this Document as ‘Avid4’), **I (participant and parent/s of a minor participant) acknowledge and agree as follows:**

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

Avid4 activities (which may be scheduled or unscheduled and include free time) take place on public or private lands and include, but may not be limited to hiking, climbing outdoors on natural rock, kayaking, mountain bicycling, camping activities and associated instruction and transportation in vans and other vehicles to and from activities (collectively referred to in this Document as ‘activities’). I acknowledge that these activities include inherent and other risks, hazards and dangers (hereafter ‘risks’) that can cause injury, damage, death or other loss to participant or others. The Avid4 Inherent & Other Risks list (listed on page 2 of this Document and incorporated by this reference; hereafter ‘Risks List’) describes some, but not all of those risks. I have reviewed the attached Risks List and understand that Avid4 staff members are available should I have further questions about Avid4 activities or the associated risks. I understand that Avid4 cannot assure participant’s safety or eliminate any of these risks. **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and Parent/s of minors) assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant (and Parent/s of minors), resulting from those risks and/or resulting from participant’s negligence or other misconduct.**

**RELEASE AND INDEMNITY AGREEMENT**

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. **I (adult participant/s, and/or parent/s for myself and for and on behalf of my participating minor child), agree as follows:**

- 1) **to release and agree not to sue Avid4**, with respect to any and all claims, liabilities, suits or expenses (including attorneys’ fees and costs) (hereafter collectively ‘claim’ or ‘claims’) for any injury, damage, death or other loss, in any way connected with my or my child’s enrollment or participation in these activities, and/or use of Avid4 equipment or facilities. **I understand that in signing this Document, I, my child, and anyone acting on my or my child's behalf, surrender our respective rights to make a claim against Avid4 as a result of any injury, damage, death or other loss suffered by me or my child;**
- 2) **to defend and indemnify** (‘indemnify’ meaning protect by reimbursement or payment) **Avid4** with respect to any and all claims brought by or on behalf of me, a family member, a co-participant or any other person for any injury, damage, death or other loss in any way connected with my or my child’s enrollment or participation in these activities, and/or use of Avid4 equipment or facilities.

**This Release and Indemnity Agreement includes any losses caused or alleged to be caused, in whole or in part, by the negligence (but not the willful, wanton or criminal misconduct) of Avid4, and includes claims for personal injury or wrongful death (including claims related to emergency or medical response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.**

**CONCLUSION**

**I (participant and parent/s of a minor participant) agree** that the substantive laws of Colorado (without regard to its ‘conflict of law’ rules) govern this Document, any dispute I have with Avid4, and all other aspects of my relationship with Avid4 and that any mediation, suit or other proceeding must be filed exclusively in the State of Colorado, County of Boulder. **I agree** to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. **I authorize** Avid4 representatives or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to render such treatment they consider necessary for my/my child’s health. I agree to pay all costs associated with medical care and transportation. **I authorize** Avid4 and/or parties or entities designated by Avid4, to take my/my child’s photo and to use it for program purposes or other use. I have accurately completed the Avid4 registration and Health History Form and agree to abide by all Avid4 rules and policies. Participant has no mental, physical or emotional conditions or limitations which might affect his/her participation that have not been disclosed to Avid4 and is fully capable of participating without causing harm to him/herself or others. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

**Participant and Parent/s of a minor participant agree:** I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children, spouse and other family members, and my heirs, executors, representatives and estate. *Parent/s must sign below, both in their capacity as a participant (if applicable) and as Parent/s of any participating minor child (those under 18).*

<b>Signature of Participant</b>	<b>Print Name</b>	<b>Address/City/State/Zip/Phone</b>	<b>Birthdate</b>	<b>Signature of Parent/s of Minor</b>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

## AVID4 - INHERENT & OTHER RISKS LIST

The following describes some, but not all of the inherent and other risks associated with engaging in Avid4 activities:

**Risks involved in physical activity:** Activities vary, but can include hiking, bicycling, climbing (including top-roping, ascending, lowering and belaying) and kayaking and sustained use of a participant's arms and legs, in variable weather.

**Risks present in an outdoor environment:** These risks include travel on and off trail in high altitude, mountainous or wilderness terrain. Travel may be subject to lightning, extremely hot or cold weather or water, strong winds, fast moving water, rain, snow and other adverse weather conditions, falling rocks, falling or fallen timber, stinging or disease-carrying animals or insects, wild animals and other natural or man-made hazards. Hazards may not be marked and weather is unpredictable year around.

**Kayaking and paddling risks:** Kayaking will take place on a reservoir, river, or similar location. Risks include, without limitation, slipping while entering or exiting the water, getting caught under a boat, or impacting the reservoir or river bottom or other underwater hazard. Participants must exercise caution in entering and exiting boats.

**Bicycling risks:** Bicycling will take place on paved and unpaved trails, paths and roads. Risks of bicycling include, without limitation, the risk of losing control or balance and falling from the bike.

**Climbing risks:** Climbing activities will take place on natural rock and include risks such as the possibility of slipping and falling, rope burns, impact from falling rocks, pinches, jolts and injury from pulling off a hand or foothold on the rock.

**Camping activity risks:** Participants may cook over a camp stove and are subject to the risk of scalding or other burns. All water must be disinfected, filtered or boiled before use.

**Risks in decision making:** There are risks involved in decision making and conduct, including, without limitation, the risk that an Avid4 representative, co-participant or contractor may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction or medical treatment.

**Risks connected with geographic location:** Activities may take place in remote locations, several hours from medical facilities, causing potential delays in communication, transportation, evacuation and medical care. Although Avid4 staff may have wireless communication devices (including cell phones) while conducting programs, use of these communication devices in outdoor and/or mountainous terrain is unreliable and inconsistent.

**Personal health and participation risks:** The risk that participant's mental, physical or emotional condition or limitation (known or unknown, disclosed or undisclosed) combined with participation in these activities could result in injury, damage, death or other loss.

**Equipment risks:** Although equipment is inspected regularly, there is the risk that equipment used in an activity may be misused or may break, fail or malfunction.

**Risks regarding conduct:** Risks include the potential that the participant, or other participants or third parties may act carelessly or recklessly.

**Risks regarding free time:** Participants will have free and unsupervised time at various times while they are with Avid4. Generally, Avid4 will provide instruction and/or supervision of children only for designated portions of each program day. Outside of these times, children are exclusively under their parent/s supervision. **During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.**

**Risks while away from the group:** Each day adults will have time for their own activities while their children are participating in Avid4 programs, and families may have time for their own activities together each day. In addition, Avid4 may provide information regarding local recreation opportunities or areas available during adult or family free time, or provide transportation or shuttles to parents or families during this free time. Parent/s are exclusively responsible for their and their child/s conduct, supervision and activity choices during this independent free time.

**Other risks:** In addition to those mentioned above, there are other risks that are generally associated with instructional and recreation or adventure activities.

**These and other risks may result in participants:** falling partway or falling to the ground; impacting objects, the rock face, people or the bottom of a reservoir or other underwater hazard; experiencing vehicle or boat capsize or collision; reacting negatively to high altitudes, weather conditions or increased exertion or experiencing other problems. These and other circumstances may cause hypothermia, dehydration, sunburn, broken bones, paralysis, drowning, heart or lung complications, high altitude sickness, mental or emotional trauma, concussions, abrasions, wounds or other injury, damage, death or loss.

**Avid4 reserves the right to dismiss any participant from the program that staff believes, in their discretion, presents a safety concern or medical risk, is unduly disruptive, or otherwise conducts him/herself in a manner detrimental to the program. Examples include but are not limited to: fighting, drug-use, etc.**

**QUESTIONS?** Please contact us:

Web: [www.Avid4.com](http://www.Avid4.com)

Phone: 720-249-2412

Email: [info@Avid4.com](mailto:info@Avid4.com)

Mail: PO Box 287. Boulder. CO 80306