



INTRODUCTION

Please read this entire Acknowledgment & Assumption of Risks and Release & Indemnity Agreement (hereafter ‘Document’) carefully before signing. The participant (sometimes ‘minor’ or ‘child’) and his/her Parent/s or Guardian (hereafter collectively ‘parent/s’) shall sign this Document (parent/s may print the name of their child under 12 yrs. of age). The term ‘we’ refers to both the participant and his or her parent/s. 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”), we acknowledge and agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Avid4 activities (which may be scheduled or unscheduled, including free time, day, overnight or multi-day and staffed by Avid4 or its contractors) take place on public and/or private land and include, but may not be limited to hiking, climbing outdoors on natural rock or on artificial walls, kayaking, canoeing, rafting, horseback riding, ziplining, mountain bicycling, camping activities and associated instruction, sports and games and travel in vans and other vehicles to and from activities (collectively referred to in this Document as ‘activities’). We acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as ‘risks’) of these activities 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. We have reviewed the attached Risks List and understand that Avid4 staff members are available should we have further questions about Avid4 activities or the associated risks. Parent/s give permission for their child to participate in all Avid4 activities, and agree to discuss the nature of these activities and risks with their child/ren. We 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. Certain federal land agencies may restrict service providers from seeking releases of liability for negligence, for injuries or other losses occurring while operating under permit on some federal lands. Therefore, except to the extent a court determines these federal restrictions apply to Avid4 as a matter of law, I, the participant’s parent, 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 ‘claim/s’) for any injury, damage, death or other loss, in any way connected with my child’s enrollment or participation in these activities, and/or use of any equipment, facilities or premises. **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 child’s enrollment or participation in these activities, and/or use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from Avid4’s negligence (but not its gross negligence, or willful, wanton or criminal misconduct) and includes claims for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

CONCLUSION

We agree that Colorado substantive law (without regard to its ‘conflict of law’ rules), including C.R.S. 13-22-107, govern this Document, any dispute we have with Avid4, and all other aspects of our relationship with Avid4 and that any mediation, suit or other proceeding must be filed or entered into only in Boulder County, Colorado. We agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. Parent/s authorize Avid4 representatives or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility and to render such treatment they consider necessary for their child’s health. The parent/s agree to pay all costs associated with medical care and transportation. The parent/s authorize Avid4 and/or parties or entities designated by Avid4, to take their child’s photo and to use it for program purposes or other use. We agree to complete the Avid4 registration and Health History Form and agree to abide by all Avid4 rules and policies. Participant has no mental, physical or emotional condition/s or limitation/s 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, subrogors and estate. *Participants 12 yrs. of age and older and one or both parent/s must sign below.*

Participant Signature (age 12+)	Date	Participant Printed Name
Parent/Guardian Signature	Date	Parent Printed Name
Parent/Guardian Signature	Date	Parent Printed Name
Address & Phone Number		

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

Kayaking, canoeing, rafting and paddling risks:Risks include, without limitation, injury from unmarked objects along shoreline or above or below water level, slipping while entering or exiting the boat, getting caught under or falling out of a boat, being impacted by a paddle, impacting the reservoir or river bottom or other underwater hazard.

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 and accidents involving vehicles, other bicyclists or pedestrians.

Climbing risks: Climbing activities will take place on natural rock or on artificial walls. Climbing includes 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.

Horseback riding risks: Riding or otherwise dealing in any way with horses includes risks. Horses are unpredictable in all circumstances. Without warning, horses can kick, bite, stumble, rear, bolt, fall down, and react to the environment, sudden movements, noise, light, vehicles, people, other animals or objects. Horseback riding can involve equipment that may break, saddles that may slip and other riders who may not control their animals.

Camping activity risks: Camping activities include setting up tents, and instruction on minimizing impacts, equipment, precautions, preparations and meals. Risks include stove explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. 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,, medical treatment, weather, terrain, water level or route location.

Geographic location risks. 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 or contractors may have wireless communication devices (including cell phones) while conducting activities, use of these communication devices in outdoor, mountainous and/or wilderness 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 participant, or other participants or third parties who may act carelessly or recklessly.

Risks regarding free time: Participants may have free time before and after the start of the program and at various other times while they are with Avid4. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.

Other risks: Other risks that are generally associated with instructional, recreational and/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; vehicle or boat collision, capsize or rollover; reacting negatively to weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause cold or heat related illnesses, high altitude sickness; dehydration, sunburn or other burns, broken bones, paralysis, drowning, heart or lung complications, 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 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 Avid4 Adventure:

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