

**AVID4 ADVENTURE –OUTDOOR EDUCATION INTENSIVE PROGRAM  
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 adult participants must sign this Document. For participants under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), one or both Parent/s or Legal Guardian/s (hereafter collectively 'parent/s') must also sign. We recommend, but do not require that minors over 12 yrs of age also sign, or, parent/s can print the name of their minor child. 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/or parent/s of a minor participant), acknowledge and agree as follows:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

Avid4 activities (which may be scheduled or unscheduled, including free time) take place on public and/or private land and include, but may not be limited to climbing outdoors on artificial walls, paddling in a two foot deep paddle tank, mountain bicycling on artificial terrain, and associated instruction (collectively referred to in this Document as 'activities'). I 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. 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. 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. If participant has any mental, physical or emotional condition/s or limitation/s which might affect his/her participation, those have been disclosed to Avid4 (and written on page 2 of this Document) and participant is fully capable of participating without causing harm to him/herself or others. 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, or parent/s for themselves and for and on behalf of their 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 or 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 or my child's enrollment or participation in these activities, and/or use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes claims/s resulting from Avid4's negligence (but not its gross negligence or willful, wanton or criminal misconduct), and includes claim/s 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.

**OTHER PROVISIONS**

I (participant and/or parent/s of a minor participant) agree that Colorado substantive law (without regard to its 'conflict of law' rules) governs 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 or entered into only in Boulder County, Colorado. 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 provide 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 or my child's photo, statement or video and to use it for program purposes or other uses. 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/or 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 participating minor child, spouse and other family members, and my heirs, executors, representatives, subrogors and estate. *Adult Participants and one or both parent/s of a minor participant must sign below. Minor participants may sign, or parent/s please print the name of your participating minor child.*

Participant Name	Date	Signature
1 <sup>st</sup> Parent/Guardian Name	Date	Signature
2 <sup>nd</sup> Parent/Guardian Name	Date	Signature
Address, City, State & Zip	<input type="checkbox"/> Check to NOT receive any other program information from Avid4	
Email (optional if you would like more info):	Grade (for school prog's):	

**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 bicycling, climbing (including ascending, lowering and belaying), canoeing and kayaking and sustained use of a participant's arms and legs, in variable weather.

**Kayaking, Canoeing and Paddle Tank risks:** Avid4 uses a shallow, portable paddle tank which has a maximum depth of 2 feet. Risks include, without limitation, slipping while entering or exiting the paddle tank, getting caught under a boat, or impacting the pool bottom. *Participants must exercise caution in entering and exiting the paddle tank.*

**Bicycling risks:** Avid4 uses an artificial and adjustable mountain bike skills course and activity modifications and alternatives for those who do not know how to ride a bicycle on their own. Risks of bicycling on a manmade track include, without limitation, the risk of losing control or balance and falling from the bike, and/or running into a stationary object or another biker.

**Climbing risks:** Avid4 uses a commercially purchased artificial portable climbing wall. Climbing on an artificial wall includes risks such as the possibility of slipping and falling, rope burns, pinches, jolts and losing grip on a climbing hold.

**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.

**Personal health and participation risks:** The risk that participant's mental, physical or emotional condition/s or limitation/s (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. Avid4 requires helmets or other safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

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

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

**These and other risks may result in participants:** falling partway or falling to the ground; colliding with or impacting objects, the climbing wall, people or the bottom of the pool; boat capsize or rollover; reacting negatively to high altitudes, 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.

**DISCLOSURES:**

Please disclose any mental, physical or emotional condition/s or limitation/s that may affect participation, necessitate care, or potentially affect the health or well-being of participant or others in the program (include any adaptation/s or restriction/s you consider appropriate or necessary):

---


---

---

---

---

**Phone Number** (in case we have questions regarding your information on this form): \_\_\_\_\_

<p><b>QUESTIONS?</b> Please contact Avid4 Adventure:</p> <p>Web: <a href="http://www.avid4.com">www.avid4.com</a>  Phone: 720-249-2412  Email: <a href="mailto:info@avid4.com">info@avid4.com</a>  Mail: PO Box 287, Boulder, CO 80306</p>	
--	---