

COLORADO ROCKY MOUNTAIN SCHOOL:
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

For All Students and their Parent/s

INTRODUCTION

Please read this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, 'Document') carefully before signing. The student (referred to in this Document as 'participant') must sign this Document. One or both of a participant's Parent/s or Legal Guardian/s (collectively referred to in this Document as 'parent/s') must also sign, whether the participant is an adult or minor (minors are those under 18 years of age). 'We' refers to the participant and his or her parent/s. In consideration of the services of Colorado Rocky Mountain School, Inc., a non-profit organization, and its agents, owners, officers, directors, trustees, employees, representatives, outdoor leaders, volunteers, independent contractors and all other persons or entities associated with it (collectively referred to in this Document as 'CRMS'), we **acknowledge and agree as follows:**

Colorado Rocky Mountain School contracts with individuals or organizations that are independent contractors (not employees or agents of the School) to provide certain services, and to conduct certain activities participant may engage in. Although the School has made efforts to locate responsible contractors, the School does not supervise or control these contractors and is not legally liable or responsible for their conduct. In addition, organized and/or competitive activities, including competitions, meets, events and races are often organized by independent facilities and/or take place on premises not owned by, or associated or affiliated with, Colorado Rocky Mountain School. Colorado Rocky Mountain School does not oversee, supervise, or take responsibility for any aspect or condition of these independent activities, facilities or premises. Participants and their parent/s acknowledge that they may independently inspect and assess any of these activities, facilities or premises, if they choose to do so.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Engaging (whether simply attending, observing or actively participating) in CRMS educational, instructional and/or adventure activities year around includes risks. These activities may take place on CRMS premises, in other locations in the United States and/or in foreign countries, and may include, but are not limited to: classroom activities; hiking and peak ascents; backpacking; rock climbing or bouldering (both indoors on artificial walls, and outdoors on natural rock); camping; whitewater rafting; kayaking; swimming; snorkeling; horseback riding; caving; mountain or road bicycling; backcountry, cross-country/nordic or downhill skiing; snowboarding; tubing; sledding; snowshoeing; ice skating; ropes or challenge courses activities; athletic sports or games and competitive athletic events; P.E. activities and interactive games; service learning projects or chores; day or multi-day field or special trips; home-stays; use of backcountry huts; travel on trams, chairlifts or other means, or in airplanes, vans, buses and other vehicles to and from school, trips or otherwise. These activities may be mandatory or optional, scheduled or unscheduled, supervised or unsupervised, and/or occur as independent opportunities (vacations, trips with sub-contractors) or during free time (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.** Parent/s give permission for their child to participate in all CRMS activities and agree to discuss the nature of these activities and risks with their child. **The following describes some, but not all of those risks:**

Risks present in an outdoor or wilderness environment. These risks include travel in high altitude, mountainous or wilderness terrain both on and off trail. Participants' travel may be subject to storms; strong winds; lightning; fast moving rivers, oceans or other water bodies; difficult stream crossings; currents, waves or whitewater; flashfloods; falling rocks; extremely hot (geothermal) or cold weather or water; snow and ice; avalanches; falling or fallen timber; venomous, stinging or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be visible and weather can be unpredictable year around.

Risks involved in decision making and conduct, including, without limitation, the risk that a CRMS staff member, volunteer or other person 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.

Personal health and participation risks. The risk that participant's mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these activities could result in injury, damage, death or other loss. Although CRMS personnel will review participant's submitted health information, CRMS cannot anticipate or eliminate risks or complications posed by participant's mental, physical or emotional condition.

Service learning project risks. Participating in service learning projects can include risks associated with activities such as building, digging, lifting, painting, construction, trail repair and maintenance and clean-up projects. Projects may include the use of tools and equipment (i.e. drills, saws, power tools, axes, pulaskies) that can cause injury resulting from use, misuse or malfunction.

Risks associated with travel in the U.S. or in a foreign country. Travel can involve unique risks, such as political unrest, terrorism, contact with unusual diseases, exposure to contaminated food or water, thievery, abduction and other risks. Participants may be subject to laws and legal systems in foreign countries that do not provide the same protections as the U.S. legal system. NOTE: CRMS personnel are not experts in assessing political unrest, the need for vaccinations or other issues. Parent/s are responsible for conducting their own independent investigation through the U.S. State Department, Centers for Disease Control, World Health Organization or other sources for answers to these and other questions.

Risks connected with geographic location. Activities may take place in remote places, several hours from medical facilities, causing potential delays in communication, transportation, evacuation and medical care. Although CRMS staff or contractors may have wireless communication devices (including cell or SAT phones) while conducting programs both on and off CRMS grounds, use of these communication devices in outdoor, mountainous and/or wilderness terrain is unreliable and inconsistent.

Risks associated with premises. Participants may split firewood (for example, at backcountry huts), or engage in other chores. An indoor climbing wall and bouldering facility exist on the CRMS premises, and boulders, ruts, slippery walkways, uneven ground or other conditions may exist in and around the CRMS grounds or other premises

Risks regarding conduct. The potential that participant, co-participants or third parties (e.g. driver, rescue squad, hospital), may act carelessly or recklessly.

The risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes participant's personal equipment, CRMS equipment or purchased or borrowed equipment. Participants choosing to use their own equipment assume full responsibility for the condition of their equipment. CRMS requires use of helmets for many activities. Helmets may prevent or lessen head injuries in some instances; however, use of a helmet is not a guarantee of safety, and injury can occur even with the use of a helmet.

Risks associated with cooking and camping. Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water may be contaminated and should be disinfected, filtered or boiled before use. **Participants may have free and/or unsupervised time** before, during and after the start of activities and at various other times. Without limitation, unsupervised time may include free time, unsupervised group time, time spent with home-stay families and brief periods of time, stationary, alone and possibly overnight, in the field (solos). During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.

Other risks associated with engaging in indoor or outdoor educational, instructional and/or adventure activities.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with or impacting objects or people; experiencing vehicle or boat collision, capsize or rollover; reacting 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 hypothermia, hyperthermia (heat related illness), heat exhaustion, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis, mental or emotional trauma, concussions, sunburn or other burns or other injury, damage, death or loss.

We agree:

- We will accurately complete the student application and all required forms, and agree to abide by the terms of those documents and all CRMS rules and policies;
- We will review all CRMS program information received, and understand that CRMS representatives are, and have been available should we have further questions about these activities or the associated risks;
- If participant has any mental, physical or emotional condition/s or limitation/s which might affect his/her ability to participate, we agree to disclose those to CRMS and represent that participant is fully capable of participating without causing harm to himself/herself or others;
- CRMS cannot assure participant's safety or eliminate any of these risks.

Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and his/her parent/s) assume and accept full responsibility for participant, 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 his/her parent/s), resulting from those risks, and/or resulting from participant's own 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 CRMS as a matter of law, **I (adult participant, including those who may turn 18 yrs. old in the year they sign this Document, 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 CRMS**, 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, 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 CRMS 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) CRMS 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, or use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from CRMS'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, breach of contract or any other claim.

CONCLUSION

We agree that Colorado State law (without regard to its conflict of law rules), including C.R.S. 13-22-107, governs this Document, any dispute we have with CRMS and all other aspects of our relationship with CRMS, and that any mediation, suit or other proceeding must be filed or entered into

only in Garfield County, Colorado. We agree to attempt to settle any dispute through mediation before a mutually acceptable Colorado mediator. We authorize CRMS staff, representatives, contractors or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility and to provide treatment they consider necessary for participant's health. We agree to pay all costs associated with that care and transportation. We agree to the release (to or by CRMS) of any medical records necessary for treatment, referral, billing or insurance purposes.

CRMS reserves the right to dismiss any participant from a trip or program that staff believes, in their discretion, presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the program. Use of illegal drugs, tobacco products or alcohol, or disregarding instructions are examples of conduct that CRMS considers detrimental to the program, and that can lead to early dismissal. If participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. These costs include, but are not limited to medical evacuation and costs, travel, and compensation and expenses for staff accompanying participant.

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.

Participants and parent/s each 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. Participant and one or both parent/s must sign below.

This Document replaces and supersedes any former CRMS Acknowledgment and Assumption of Risks & Release and Indemnity Agreement signed by participant and one or both of his or her parent/s, and is effective from the date signed until a subsequent CRMS Acknowledgment and Assumption of Risks & Release and Indemnity Agreement is signed by participant and one or both of his or her parent/s.

_____ Participant Signature	_____ Date	_____ Print name here
_____ Parent or Guardian Signature	_____ Date	_____ Print name here
_____ Parent or Guardian Signature	_____ Date	_____ Print name here

