

**Colorado Rocky Mountain School, Inc.:**  
**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 of the participant's parent/s or legal guardian/s (collectively referred to in this Document as "parent/s"), or both parent/s, if available, must also sign, whether the participant is an adult or minor (minors are those under 18 years of age). In this Document, "we" refers collectively 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 officers, directors, trustees, advisors, employees (including faculty and other staff), agents, representatives, physician advisors, outdoor leaders, volunteers, independent contractors and all other persons or entities associated with it (individually and collectively referred to in this Document as "CRMS"), **we acknowledge and agree as follows:**

Colorado Rocky Mountain School, Inc., 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. 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, Inc. The School does not oversee, supervise, or take responsibility for any aspect or condition of these independent services, activities, facilities or premises.

**ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:**

Participating (whether simply attending, observing or actively participating) in CRMS year around educational, instructional, recreational and/or adventure activities associated with residential life, academic programs, curricular or extra-curricular activities or otherwise, includes risks. These activities can take place on or off CRMS premises in Colorado, in other locations in the United States and/or in foreign countries. Activities (which may be led by CRMS staff, volunteers, contractors or others) may include, but are not limited to: classroom activities; hiking and peak ascents; backpacking; rock climbing or bouldering (indoors or outdoors on artificial surfaces or natural rock); camping; whitewater rafting, kayaking or other boating; swimming; mountain or road bicycling; running; snorkeling; horseback riding; caving; backcountry, cross-country/nordic or downhill skiing; snowboarding; tubing; sledding; snowshoeing; ice skating; skateboarding or longboarding; ropes or challenge course activities; athletic conditioning including use of weights or weight room activities; athletic sports and/or games and competitive athletic practice and events; physical education classes; open gym access; school club and intramural activities; interactive games; engaging in any activity in a manmade or manipulated park/terrain park setting (e.g. biking, snowboarding, kayaking, skateboarding) or on trails or roads; socializing; industrial arts or crafts (e.g. blacksmithing, glassblowing, gardening); service learning projects or chores; day or multi-day field or special trips; home-stays; use of backcountry huts; use of any equipment, facilities or premises; travel on trams, chairlifts or other means, and/or in airplanes, vans, buses or other vehicles to and from school, trips, activities or otherwise (collectively referred to in this Document as "activities"). These activities may be mandatory or optional, scheduled or unscheduled, supervised or unsupervised, occur as independent opportunities (vacations, trips with sub-contractors), and include activities undertaken during participant's free and/or independent time. **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 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, including lightning, strong winds, rain or snow; fast moving rivers, oceans or other water bodies; difficult stream crossings; currents, waves or whitewater; flashfloods; falling or unstable rocks; extremely hot (geothermal) or cold weather or water; ice; avalanches; falling or fallen timber; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; wild or domestic animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is unpredictable year around.

**Risks involved in judgment and decision making.** These risks include the risk that the participant or a co-participant, CRMS staff member, contractor, volunteer or other person may misjudge the participant's (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water conditions or water level, or route location. This includes the participant's judgment in managing his or her own health issues, including any responsibility for self-medication.

**Personal health and participation risks.** The risk that participant's mental, physical or emotional condition (including use or abuse of prescription or non-prescription drugs), whether 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 (including fitness level) or emotional condition.

**Risks in any competitive and/or athletic activity.** Participating in, training or conditioning for, and/or practicing and competing in climbing, running, skiing, snowboarding, bicycling, kayaking or other activities (including "extreme" variations of these activities) can involve frequent and repetitive use of the arms and legs, lifting or carrying weight, balancing, coordination, aerial maneuvers, extreme fitness and endurance, extreme tests of a participant's judgment, decision making and conduct and pushing the limits of the participant's speed and abilities. These risks include the risk that participants may overestimate their abilities or fitness; be inattentive; lose control and trip or fall and/or collide with, for example, others, a

vehicle, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; not understand the functioning of (or misuse) equipment; fail to negotiate steep, uneven or difficult terrain; not control their speed or experience equipment malfunction.

**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, stomp, 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. **WARNING: Under Colorado law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.**

**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, ladders) 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, dangerous road or travel conditions, 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 or difficulties in communication, transportation, evacuation and medical care. Although CRMS staff, contractors or others may have wireless communication devices (including cell or SAT phones) while conducting programs both on and off CRMS grounds, use of these devices in outdoor, mountainous and/or wilderness terrain or in other locations is unreliable and inconsistent.

**Risks associated with premises.** Participants may split firewood (for example, at backcountry huts), care for horses or engage in other chores. An indoor climbing wall and bouldering facility exist on the CRMS premises and boulders, ruts, ponds, irrigation ditches, rivers, 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 may act carelessly or recklessly.

**Equipment risks.** The risk that equipment used in an activity may be difficult to use, misused, or may break, fail or malfunction. This includes participant's personal equipment, CRMS equipment or any other equipment (whether purchased, borrowed or rented). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with their parent/s, for choosing appropriate equipment and for the fit and condition of their equipment. If participant is using safety gear, such 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.

**Cooking and camping risks.** Risks include gas explosion, scalding or other burns associated with tending, being near, or cooking over a gas stove or open fire, and water contamination in natural water sources. Camp sites may be subject to high winds, falling trees and/or branches, floods, wild animal invasion, and other weather-related hazards. All water may be contaminated and should be disinfected, filtered or boiled before use.

**Free time risks.** Participants will have free and/or independent unsupervised time before, during and after the start of activities and at various other times. Unsupervised time may include free or independent time alone or with others, time spent with home-stay families and brief periods of time, stationary, alone and possibly overnight, in the field (solos). Participants will not be directly supervised or watched during nighttime sleeping hours, whether in the CRMS dorm or in a hostel, hotel, homestay or other accommodation. During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being and – if they are with a group - for the well-being of the group.

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

**These and other risks may result in participants:** falling partway or falling to the ground or into the water; being struck; colliding with or impacting objects, people, animals, the rock face or the bottom of a river or other water body; experiencing vehicle or boat collision, capsize or rollover; getting caught or entangled in objects above or below water; 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 heat or cold related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite or heat exhaustion/stroke), dehydration, hyponatremia, drowning, high altitude sickness, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, cuts or wounds or other injury, damage, death or loss.

**We agree:**

- to review all CRMS information received, complete all required forms, and abide by the terms of those documents and all rules and other policies;
- CRMS representatives are, and have been available should we have further questions about the activities or associated risks;
- to disclose to CRMS representatives any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate, and represent that participant is fully capable of participating without causing harm to himself/herself or others;
- the information provided above is not exhaustive, other unknown or unanticipated activities, risks, and outcomes may exist, and 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, including the risk of 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. Some 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, and 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 "claim/s") for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises. I understand I agree here to waive all claim/s I or my child may have against CRMS, bind my/my child's estate and any family member/heir/other party bringing claim/s, and agree that neither I, my child nor anyone acting on my or my child's behalf, will 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 claim/s brought by or on behalf of me, my participating child, my spouse or other family member/s, my/my child's heir/s or estate, a co-participant or any other person for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises.

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

**OTHER PROVISIONS:**

We agree:

- Colorado substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute we have with CRMS and all other aspects of our respective relationships with CRMS, and agree 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 (that cannot be settled by discussion) 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 other activity 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 activity. Use of illegal drugs, tobacco products or alcohol, or disregarding rules are examples of conduct that CRMS considers detrimental, 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 those associated with medical evacuation and treatment, travel, and compensation and expenses for staff accompanying participant;
- In regard to my relationship with CRMS, I agree that the contents of this Document will take precedence over any other forms or contracts I may sign (for parties other than CRMS) in connection with these activities;
- 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.

*This Document replaces and supersedes any former CRMS Acknowledgment and Assumption of Risks & Release and Indemnity Agreement For All Students and Their Parent/s signed by participant and one or both of his or her parent/s. This Document is effective in regard to participant's enrollment or participation in all activities from the date signed until a subsequent CRMS Acknowledgment and Assumption of Risks & Release and Indemnity Agreement For All Students and Their Parent/s is signed by the participant and one or both of his or her parent/s, and shall remain in full force and effect for all activities completed by participant up until that point.*

**Participant and parent/s each agree:** I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and parent's/participant's other family members, heirs, executors, representatives, subrogors, assigns and estate. *Participant and one parent, or both parent/s, if available, must sign below.*

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