

COLORADO MOUNTAIN CLUB:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

American Mountaineering Center Climbing Wall

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, "Document") carefully before signing. All participants must sign this Document. For participants under 18 years of age (hereafter sometimes "minor" or "child"), one of the participant's parents or legal guardians (collectively referred to in this Document as "parent/s") or both parent/s, if available, must also sign.

In consideration of the Colorado Mountain Club, Inc., and its owners, members, officers, directors, employees, agents, representatives, volunteers, independent contractors, and all other persons or entities associated with them, including specifically the American Mountaineering Center LLC, the American Alpine Club, and Outward Bound, Inc. and each of their respective owners, members, officers, directors, employees, agents, representatives, volunteers, independent contractors (individually and collectively referred to in this Document as "CMC") in providing services, facilities or premises, including access to the American Mountaineering Center Climbing Wall (hereafter "climbing wall"), **I (participant and parent/s of a minor participant) acknowledge and agree as follows:**

ACKNOWLEDGMENT AND EXPRESS ASSUMPTION OF RISKS

Participant educational, instructional and/or recreational activities (which may be scheduled or unscheduled, supervised or unsupervised and include free time) taking place on the American Mountaineering Center premises (hereafter "premises") or otherwise, including on the climbing wall, may include but not be limited to: climbing, slacklining, rappelling or belaying on artificial surfaces and related instruction; and games and social, sport or other activities (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.** Parent/s of minors give permission for their child to participate in all CMC 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:**

Climbing risks. Risks in climbing on artificial climbing walls include the possibility of slipping and falling partway or to the ground; belayer inattention or error; rope burns; pinches; jolts; losing grip on a climbing hold; impacting the climbing wall, objects or people; loose or damaged climbing holds and equipment failure or misuse.

Equipment risks. Activities may require participants to use technical equipment that they are not familiar with or that may be difficult to use. In addition, equipment can be used incorrectly, or may break, fail or malfunction. Equipment used may include but not be limited to: artificial climbing holds and anchor points, ropes, slings, harnesses, climbing shoes, helmets and climbing hardware. This includes participant's personal equipment or equipment borrowed from CMC. CMC may use 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 such gear.

Risks involved in decision making and conduct. These risks include the risk that a CMC staff member, representative, contractor, co-participant or other party may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction or assistance.

Personal health and participation risks. These activities may place unique and significant demands on participant, particularly on the cardiovascular system. As a result, there is a risk that participant's mental, physical or emotional condition (including any 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. Participant may need to consult with a physician before participating, and understands it is participant (and parent/s of minors) responsibility to consider whether these activities are appropriate for participant.

Risks regarding conduct. These risks include the risk that the participant or other participants may act carelessly or recklessly.

Premises risks. There are risks associated with engaging in activities on the premises, including on the climbing wall.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with or impacting the climbing wall, objects or people; reacting to increased exertion; or experiencing other problems. These and other circumstances may cause heart or lung complications, dehydration, sprains or strains, broken bones, paralysis, mental or emotional trauma, concussions or other head injuries, or other injury, damage, death or loss.

I (participant and parent/s of a minor participant) agree:

- to accurately complete all required forms, abide by the terms of those documents, and obey all CMC rules and other policies;
- to review all CMC information and materials received, and understand that CMC representatives are available should I have further questions about these activities or the associated risks;
- to disclose to CMC 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 him/herself or others;
- CMC uses volunteers to assist with, and sometimes lead activities. These individuals are not paid professional guides or leaders. In all activities, all participants share in the responsibility for their own well-being and the well-being of the group;
- the information provided above is not exhaustive, other unknown or unanticipated activities, risks, and outcomes may exist, and CMC 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) expressly assume and accept full responsibility for participant, for all 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 own 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:

(1) **to release and agree not to sue CMC**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter "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 CMC' activities, and/or use of any equipment, facilities or premises. **I understand I agree here to waive all claim/s I or my child may have against CMC, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against CMC as a result of any injury, damage, death or other loss suffered by me or my child;**

(2) **to defend, indemnify** ('indemnify' meaning protect by reimbursement or payment) **and hold harmless CMC** with respect to any and all claim/s:
a) brought by or on behalf of me, my child or a family member for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in CMC activities, and/or use of any equipment, facilities or premises; and/or,
b) brought by a co-participant or other person for any injury, damage, death or other loss to the extent caused by my/my child's conduct in the course of participating in CMC activities and/or using any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from CMC's negligence (but not its gross negligence, or willful or 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

I (participant and parent/s of a minor participant) agree: 1) Colorado substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute I have with CMC and all other aspects of my relationship with CMC, 2) any mediation, suit or other proceeding must be filed or entered into only in Jefferson County, Colorado, and 3) I will submit to the jurisdiction of the Colorado courts. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. I authorize CMC staff, volunteers, 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. I agree to pay all costs associated with that care and transportation. I authorize CMC to take my or my child's photo, image, statement and/or audio or video recording and use it for sale, reproduction, marketing and other use on the worldwide web and in catalogues, displays or in any other promotional manner. CMC reserve the right to dismiss any participant that staff believe, 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 or program. **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 enforceability of the remaining provisions, and those remaining provisions shall continue in full force and effect. A copy of this Document can be used as if it was an original.

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 must sign below. If the participant is a minor (those under 18 yrs. of age), one of the participant's parent/s, or both parent/s, if available, must also sign below.**

Photo Release: I hereby give full consent to the CMC staff to photograph my child and/or publish any photographs or videos in which my child appears, for educational or promotional use. I agree they may be used for public display and/or publication for nonprofit purposes.

Participant Signature /Date /Print name here

Parent/Guardian Signature /Date /Print name here