

**ROCKY MOUNTAIN NATURE ASSOCIATION, INC. – ROCKY MOUNTAIN FIELD SEMINARS:
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

For all participants and parent/s of minor participants

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, 'Document') carefully before signing. Participants 13 years of age and older must sign this Document. One or both parent/s or legal guardian/s (referred to in this Document as 'parent/s') must also sign if participant is a minor (minors are those under 18 yrs. of age; sometimes referred to in this Document as 'minor' or 'child'), and may print the name (instead of a signature) for their participating child under 13 years old. In consideration of the services of Rocky Mountain Nature Association, Inc., and its agents, owners, officers, directors, employees, representatives, volunteers, independent contractors and all other persons or entities associated with it, (collectively referred to in this Document as 'RMNA'), I (participant and parent/s of a minor participant) acknowledge and agree as follows:

Rocky Mountain Nature Association contracts with independent contractors (not employees or agents of Rocky Mountain Nature Association) to provide services and to conduct the majority of activities in which participants may engage. Although Rocky Mountain Nature Association has made efforts to locate responsible contractors, it does not supervise or control these contractors and is not legally liable or responsible for their conduct. Participants (and parent/s) acknowledge that they may independently investigate and assess these contractors, services and activities, if they choose to do so.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

RMNA outdoor educational, instructional and/or adventure activities (including all Rocky Mountain Field Seminars and activities related to both custom and scheduled programs) may take place on RMNA property, in Rocky Mountain National Park, and/or on other private or public lands. Activities may be scheduled or unscheduled, structured or unstructured, mandatory or optional and conducted by RMNA contractors, staff or others. These activities may include, but not be limited to: hiking; backpacking; snowshoeing; wildlife, geology and nature observation; orienteering and route-finding with GPS and map and compass; swimming; camping; fishing and travel in vans, buses and other vehicles (carpools included) to and from 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 give permission for their child to participate in all RMNA 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 lightning; strong winds; fast moving rivers or other water bodies; difficult stream crossings, currents or whitewater; falling rocks; extremely hot or cold weather or water; snow and ice; avalanche danger; fallen timber; stinging, venomous 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 marked or visible and weather is unpredictable year-around.

Risks involved in decision making and conduct, including, without limitation, the risk that a RMNA staff member, representative, volunteer, contractor or co-participant may misjudge a participant's capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or, river and/or terrain 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. RMNA cannot anticipate or eliminate risks or complications posed by participant's mental, physical or emotional condition. RMNA has identified 'course levels' for most programs that contain general information on travel distances and other details, to assist participants in determining whether a particular course is appropriate for them. Participants (and parent/s of minors) assume full responsibility for selecting courses based upon this or other information, and their own understanding of participant's mental, physical and emotional condition.

Risks connected with geographic location. Activities may take place in remote locations, several hours from medical facilities, causing potential delays in communication, transportation, evacuation and medical care. Although RMNA staff or contractors may or may not have wireless communication devices while conducting programs, use of these communication devices in outdoor, mountainous and/or wilderness terrain is unreliable and inconsistent. Further, RMNA staff or contractor instructors may not be trained in first aid, CPR or wilderness medicine and do not carry first aid kits for the group. Each participant must carry any needed medications and first aid supplies. Participants should bring first aid supplies recommended by their personal physician or medical care provider, including those to counteract potential serious allergic reaction (for example, anaphylaxis resulting from allergy to bee stings).

Risks associated with premises. Participants engage in activities on RMNA premises. Boulders, ruts, slippery walkways, ponds and other water sources, uneven ground or other conditions may exist in and around the property.

The risk that equipment used in an activity may be misused, or may break, fail or malfunction.

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.

Risks associated with free and unstructured time before, during and after the start of a program, where participants are completely on their own.

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

Other risks generally associated with 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 objects or people; experiencing vehicle 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.

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 RMNA rules and other policies. I agree to review all RMNA information and materials received, and understand that RMNA representatives are available should I have further questions about these activities or the associated risks. Participant is in good health and is fully capable of participating without causing harm to him or herself or others. At all times, participants remain responsible for their own (and their participating child's) well-being and during the group's activities, all participants share in the responsibility for the group's well-being. **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) 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 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. 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 RMNA as a matter of law, **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 RMNA, 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, 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 RMNA 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) RMNA with respect to any and all claim/s:

a) brought by or on behalf of me 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 these activities, or use of any equipment, facilities or premises; and/or

b) brought by a co-participant or any 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 these activities, or using any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from RMNA'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

I (participant and parent/s of a minor participant) agree that the substantive laws of Colorado (without regard to its 'conflict of laws' rules) including C.R.S. section 13-22-107, govern this Document, any dispute I have with RMNA and all other aspects of my relationship with RMNA, and that any mediation, suit or other proceeding must be filed or entered into only in Larimer 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 RMNA staff, 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. RMNA 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 or herself in a manner detrimental to the program. 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. I authorize RMNA to take and use participant's photo, image or testimonial in any manner, for advertising, display, audiovisual, electronic (including website) or other use. **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.**

Participant and Parent/s of a minor participant 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. *Participants 13 years of age and older and one or both parent/s of a minor participant must sign below.*

Participant (Parent or Guardian may print the name of their participating minor under 13 years of age) /Date /Print Name Here

Parent 1 _____ / Parent 2 _____
Parent or Legal Guardian Signature /Date /Print name here Parent or Legal Guardian Signature /Date /Print name here