

WALKING MOUNTAINS: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

Introduction: Please read this entire document (hereafter, "Document") **carefully before signing**. An adult participant (including a school chaperone or other volunteer) must sign this Document. If the participant is a minor (those under 18 years of age in Colorado; referred to in this Document as "minor" or "child"), one of the participant's parents or legal guardians (collectively referred to in this Document as "guardian") must sign. In consideration of the services of Walking Mountains, a Colorado non-profit corporation, and its officers, directors, employees, agents, representatives, volunteers and any affiliated person/s or entity/s (individually and collectively "Walking Mountains") in allowing me/my child to participate, **I (participant or guardian of a minor) acknowledge and agree as follows:**

Activities on Federal Lands: Some federal land agencies may have restrictions, such as prohibiting service providers from seeking releases of liability for their own negligence when operating under permit on those federal lands. To the extent a court or arbitrator determines, as a matter of law, that these federal restrictions prohibit me from agreeing to any clause below, that clause will not be enforced.

Activities, Risks and Acknowledgment and Assumption of Risks: Walking Mountains educational, instructional, recreational and/or adventure activities that participant may participate in and/or assist with (whether simply attending, observing or actively participating) includes risks. Activities take place during the day or at night on or off Walking Mountains premises in Colorado and may include, but are not limited to: classroom activities; hiking, backpacking and peak ascents; snowshoeing; wading and river crossings; camping; outdoor cooking; outdoor travel and survival skills; map and compass; service, conservation or field study projects; sports, games and/or initiatives; socializing; use of any equipment, facilities or premises and travel on a gondola or in vans or other vehicles (collectively referred to in this Document as "activities"). Activities may be day or multi-day, supervised or unsupervised, led by Walking Mountains staff, volunteers or others and include activities undertaken during participant's free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as "risks") of the activities can cause injury, damage, death or other loss to me/my child or others, including other members of my or my child's family.** The guardian of a minor gives permission for their child to participate in all Walking Mountains activities and agrees to discuss the nature of the activities and risks with their child. **Some, but not all of the risks include:**

- **Outdoor environment.** Risks include travel in high altitude (depending upon the activities, up to or above 8,000 ft.), mountainous or wilderness terrain both on and off trail, and on land or water. Participant's travel may be subject to: storms, including strong winds, rain, lightning, snow or ice; extremely hot or cold weather and unpredictable weather changes; falling rocks or timber; fast-moving water; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; close and unpredictable contact with wild or domestic animals.
- **Misjudgments.** Walking Mountains staff or representatives, participant's or others misjudgments regarding fitness, instruction, weather, terrain or other factors.
- **Activities.** Participant may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks or trees or encounter other hazards or fail to negotiate steep, uneven or difficult terrain; participants will have free and/or independent time at various times before, during or after activities.
- **Exposure.** The risk of participant carrying, being exposed to, contracting and/or transmitting to others life threatening human/animal/insect/other borne communicable and/or contagious diseases, virus or bacteria. This includes risks associated with a participant's contact with other persons (e.g., staff, family member), spaces or equipment before, during or after the program, contributing to spread, including to vulnerable and at risk populations in the program community or a participant's home community.
- **Personal Health.** Physical, mental or emotional challenges; personal health condition/s (whether known or unknown, disclosed or undisclosed) combined with participation in the activities.
- **Living.** Risks of gas explosion, scalding or other burns associated with tending to, cooking over or being near a gas stove or open fire; contaminated water and/or allergic reaction to (e.g.) food, plants, insects or otherwise; camp site risks such as falling trees and/or branches, floods or wildlife disturbances.
- **Equipment.** Equipment used in the activities may be misused, may not fit, or may break, fail or malfunction. If participant brings and uses their personal equipment they (and guardian of a minor) assume full responsibility for choosing appropriate equipment and for the fit and condition of their equipment. Safety gear may prevent or lessen injuries in some instances; however, using it is not a guarantee of safety, and injury can occur even with its use.
- **Premises and geographic location.** Boulders, ruts, slippery stairs or walkways, ponds and other water sources, uneven ground, rocky or steep terrain or other conditions exist in and around Walking Mountains or other premises. Activities may take place in remote places, several hours from a medical facility, causing potential delays or difficulties with communication, transportation, evacuation and medical care. Walking Mountains staff or volunteers may carry wireless communication devices; nevertheless, use of these devices in any location is unreliable and inconsistent.

I (participant or guardian of a minor) further agree:

- to comply with Walking Mountains rules and policies required before, during and/or after the Walking Mountains program;
- Walking Mountains representatives are, and have been available should I have further questions about the activities, associated risks or other issues;
- to disclose to Walking Mountains 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 them self or others. Participant will bring required medication or first aid supplies recommended by their medical care provider for their personal use, including those to address any serious health issues (e.g. anaphylaxis);
- to consider carefully (whether or not in consultation with my/my child's medical provider) whether a Walking Mountains program and related activities are appropriate for me/my child, before program start;
- the information provided above or otherwise is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and Walking Mountains cannot assure participant's safety or eliminate any of the risks; participants share in the responsibility for their own and the group's well-being;

- Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and guardian of a minor) assume and accept full responsibility for the inherent and other risks (known and unknown, identified or not) of the activities and for any injury, damage, death or other loss suffered by participant (and guardian) 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. I (adult participant, or guardian for myself and for and on behalf of my participating minor child) agree as follows:

1) to release and agree not to sue Walking Mountains (excluding myself, if I am a volunteer), 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 the activities. **I understand I agree here to waive all claim/s I or my child may have against Walking Mountains, 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 Walking Mountains 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) **Walking Mountains** (excluding myself, if I am a volunteer) with respect to any and all claim/s brought by or on behalf of me, my participating child, my spouse, my/my child's other family member/s, heir/s or estate, a co-participant or any other person or entity for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the activities.

This Release and Indemnity Agreement includes claim/s of or resulting from Walking Mountains' 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 or guardian of a minor) agree:

- Colorado substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute I or my child have with Walking Mountains and all other aspects of my/my child's relationship with Walking Mountains, contractual or otherwise, and agree that any lawsuit or other legal proceeding must be filed or entered into only (exclusively) in Eagle County, Colorado. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator;
- I authorize Walking Mountains staff, 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 and will to pay all associated costs;
- Walking Mountains reserves the right to dismiss any participant from a Walking Mountains program who 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 program. If participant is dismissed or departs for any reason, participant (or guardian of a minor) are responsible for all costs of early departure, including evacuation, medical treatment or other costs;
- I authorize Walking Mountains, or its designees, to photograph, film, record and/or otherwise capture the name, image, verbal or written statement and/or visual likeness (collectively "images") of me/my child, without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet (i.e. websites, Facebook, YouTube), in catalogues or other materials and/or for any promotional or educational use. Walking Mountains owns these images and I/my child waive any inspection or approval rights.
- **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.**

I (participant or guardian of a minor) 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 child and other children and participant's/guardian's other family members, heirs, executors, representatives, subrogees, assigns and estate. *The adult participant or the guardian of a minor participant must sign below.*

I understand my signature is valid and legally binding whether I choose to electronically sign, or manually sign a printable version of this Document.

Print participant name here

/Participant's birthdate

Participant Signature (or, if minor, Guardian please complete information for minor)

/Date

Guardian Signature (required if participant is a minor)

/Date

/Print name here