

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

An adult participant 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, dba Walking Mountains Science Center, 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 and/or my child to participate, I (adult participant and/or guardian of a minor) acknowledge and agree as follows:

Activities, Risks and Acknowledgment and Assumption of Risks: Walking Mountains educational, instructional, recreational and/or adventure activities that participant may participate in (whether simply attending, observing or actively participating) includes risks. Activities take place during the day or at night on Walking Mountains owned or leased premises in Colorado and may include, but are not limited to: classroom activities; walking, hiking; socializing; use of any equipment, facilities or premises and travel in vans or other vehicles (collectively referred to in this Document as “activities”). The guardian of a minor gives permission for their child to participate in all Walking Mountains activities. **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. Some, but not all of the risks include:** unpredictable and hazardous terrain, water, weather, premises or facilities conditions; participant being exposed to, contracting and/or transmitting to others life threatening human/animal/insect/other borne communicable and/or contagious diseases, such as but not limited to COVID-19 (via the SARS-CoV-2 virus); physical, mental or emotional challenges or personal health condition/s (whether known or unknown, disclosed or undisclosed). **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and guardian) assume and accept the risks (known and unknown) and any injury, damage, death or other loss resulting from those risks, including the risk of participant’s own negligence or other misconduct, and assume and accept any increased risks related to participating in the midst or wake of the COVID-19 Pandemic.**

Release and Indemnity Agreement: I (adult participant and/or guardian for myself and for and on behalf of my participating minor child) agree: **a) to release and not to sue Walking Mountains** 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; b) to defend and indemnify Walking Mountains** 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: 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. 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, in 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 remainder, and those remaining provisions shall continue in full force and effect.**

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

THE ADULT PARTICIPANT AND/OR GUARDIAN OF A MINOR MUST COMPLETE THE INFORMATION AND SIGN BELOW. A GUARDIAN SIGNS BELOW, BOTH IN THEIR CAPACITY AS A PARTICIPANT, AND AS GUARDIAN OF ANY MINOR CHILD IDENTIFIED BELOW.

Minor #1 (print) First and Last Name	Date of Birth (MM-DD-YYYY)	Minor #3 (print) First and Last Name	Date of Birth (MM-DD-YYYY)
Minor #2 (print) First and Last Name	Date of Birth (MM-DD-YYYY)	Minor #4 (print) First and Last Name	Date of Birth (MM-DD-YYYY)
ADULT/GUARDIAN #1 (print) First and Last Name	Date of Birth (MM-DD-YYYY)	SIGNATURE	DATE
ADULT/GUARDIAN #2 (print) First and Last Name	Date of Birth (MM-DD-YYYY)	SIGNATURE	DATE
Email Address	Phone Number		