

COLORADO FOURTEENERS INITIATIVE
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, RELEASE AND INDEMNITY AGREEMENT

ALL ADULT AND MINOR VOLUNTEERS: Please read this entire Acknowledgment and Assumption of Risks, Release and Indemnity Agreement (hereafter "Document") carefully before signing. The volunteer (hereafter "volunteer") must sign this Document. If the volunteer is under 18 years of age (hereafter sometimes "minor" or "child") a parent or legal guardian (hereafter collectively "parent") must also sign. In consideration of the services of Colorado Fourteeners Initiative and its officers, directors, employees, agents and representatives (hereafter individually and collectively "CFI") in allowing volunteer to participate, I (volunteer and parent of a minor volunteer) acknowledge and agree as follows:

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

CFI service, educational, instructional, recreational and/or adventure activities that volunteer may participate in and/or assist with (whether simply attending, observing or actively participating) include risks. These activities take place in various locations on public or private land in Colorado and may include, but are not limited to: work and service projects involving trail construction, maintenance and restoration; hiking and peak ascents; backpacking; camping; swimming; sports and/or games; outdoor cooking or other chores; socializing; use of any equipment, facilities or premises and travel in vans or other vehicles (collectively referred to in this Document as "activities"). Activities can be day or multi-day, scheduled or unscheduled, led by CFI or project partner/s staff, volunteers or contractors, supervised or unsupervised, and include activities undertaken during volunteer's free and/or independent time. Volunteer (and the parent of a minor) acknowledges 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 volunteer or others. Page 2 of this Document describes some, but not all, of those risks. I understand I can contact CFI if I have further questions about the activities and risks and agree to obey all project rules. I understand the information provided in this Document is not exhaustive, other unknown or unanticipated activities, risks and outcomes may exist, and CFI cannot assure volunteer's safety or eliminate any of these risks. The parent of a minor gives permission for their child to participate in all activities and agrees to discuss the nature of these activities and risks with their child. Volunteer has no condition/s which might affect his/her ability to participate that have not been disclosed to CFI and volunteer is fully capable of participating without causing harm to him/herself or others. Volunteer is voluntarily participating in these activities with knowledge of the risks. Therefore, volunteer (and the parent of a minor) expressly ASSUMES AND ACCEPTS FULL RESPONSIBILITY for volunteer, for the inherent and other risks (both known and unknown) of these activities and for any injury, damage, death or other loss suffered by volunteer (and the parent of a minor), resulting from those risks, including the risk of volunteer'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 volunteer, or parent for myself and for and on behalf of my participating minor child) agree as follows:

- 1) to RELEASE AND AGREE NOT TO SUE CFI, other sponsoring organization/s, project partner/s or landowner/s, and each of their respective owners, officers, directors, employees, agents, representatives, volunteers, independent contractors, affiliates and all other persons or entities associated with them (hereafter collectively "the Released Parties") with respect to any and all legal liability, 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 CFI activities, including use of any equipment, facilities or premises. I understand I agree to WAIVE ALL CLAIM/S I or my child may have against the Released Parties, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against the Released Parties 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) the Released Parties, with respect to any and all claim/s brought by or on behalf of me, my child, my spouse, my other family member/s, 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 CFI activities, including use of any equipment, facilities or premises. This Release and Indemnity Agreement includes the release of claim/s of or resulting from the Released Parties' negligence and includes the release of 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 (volunteer and parent of a minor volunteer) agree: Colorado substantive law (without regard to its "conflict of law" rules) governs this Document, any dispute I or my child have with CFI and all other aspects of my/my child's relationship with CFI, and agree that any suit or other proceeding must be filed or entered into only in Jefferson County, Colorado. I will attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Colorado mediator. I authorize CFI or project partner/s staff or representatives, and/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/mychild's health; I agree to pay all associated costs. CFI reserves the right to dismiss any volunteer from a CFI project who staff believe, in their discretion, presents a safety concern or medical risk or otherwise conducts him or herself in a manner detrimental to the project. I agree to be responsible for all costs of early departure, whether resulting from dismissal or otherwise. I authorize CFI, project partner/s or parties they authorize, to take images, written/spoken statements or any recordings, of or including the volunteer and/or parent, without compensation, and use these materials, including for broadcast or sale, on the internet or via other media, in catalogues or other materials, or for any promotional, educational or other use. These materials are the sole property of CFI or project partner/s. This Document is intended to be interpreted broadly and enforced to the fullest extent allowed by law. Any portion of this Document deemed unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

The following includes some, but not all of the risks associated with engaging in CFI activities:

Risks associated with any outdoor activity. These risks include that a volunteer may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with, for example, others, the ground, rocks or trees or encounter other animal/water/terrain/road/trail hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; or experience equipment malfunction.

Work or service project risks. Risks include those associated with activities such as digging, lifting, repair, construction and clean-up, and use of tools and equipment that can cause injury resulting from use, misuse or malfunction.

Physical activity risks. Activities involve outdoor physical activity, mostly at altitudes above 10,000 feet, requiring fitness and endurance, and including bending, lifting, pulling, pushing, and walking a short distance to multiple miles while carrying tools, food and other gear.

Outdoor environment risks. These risks include travel in high altitude, mountainous and wilderness terrain both on and off trail. Volunteer's travel may be subject to: storms, including rapid and extreme weather changes, strong winds, rain, lightning, snow, ice or hail; currents or whitewater; flashfloods; extremely hot, humid or cold weather or water; fast moving rivers or other water bodies; difficult stream crossings; falling or unstable rocks or rock slides; snow slides or avalanches; falling or fallen timber; stinging, venomous or disease carrying animals, insects or microorganisms; 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 judgment and decision making. CFI staff or others must make various judgments and decisions as they conduct activities in changing environments that are, by their nature, imprecise and subject to error. Consequently, there are risks involved in judgment and decision making, including the risk that a CFI leader, the volunteer, a co-volunteer or other person may misjudge the volunteer's (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, work site safety, medical treatment, weather, terrain, water conditions or water level, or route location.

Personal health and participation risks. The risk that volunteer'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. CFI cannot anticipate or eliminate risks or complications posed by volunteer's mental, physical (including fitness level) or emotional condition. **Note:** I, in consultation with my/my child's medical care provider, should consider carefully whether CFI activities are appropriate for me/my child before the start of the project.

Equipment risks. The risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes volunteer's personal equipment, CFI equipment or any other equipment. Volunteer (and the parent of a minor) assume full responsibility for choosing appropriate personal gear and for its fit and condition. CFI or project partner/s may require safety gear for certain activities and volunteers are responsible for keeping their safety gear on during these 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 this gear.

Geographic location risks. CFI activities may take place in remote places, up to a day or more from any medical facility, causing potential delays or difficulties with communication, transportation, evacuation and medical care. Although CFI staff or others may carry wireless communication devices while conducting activities, use of these communication devices in outdoor and/or wilderness terrain or in any location is unreliable and inconsistent.

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/branches, wild animal invasion, and other weather-related hazards.

Risks regarding conduct. This includes the risk that volunteer or others, including third parties, may act carelessly or recklessly.

Risks associated with free time. Volunteers will have free and/or 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. During all activities, all volunteers share in the responsibility for their own and the group's well-being.

These and other risks may result in volunteers: falling partway or falling to the ground; being struck by lightning or objects; colliding with or impacting objects, people, animals or the bottom of a water body; experiencing vehicle collision 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 gastrointestinal 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, 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.

Volunteer and parent of a minor volunteer 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 volunteer's/parent's other family members, heirs, executors, representatives, subrogors and estate. *Volunteer must sign below. A parent must also sign if volunteer is a minor (those under 18 years of age).*

Volunteer Signature /Date /Print name here /Birthdate

Parent or Guardian Signature /Date /Print name here