



## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

NAME OF PARTICIPANT: ..... DATE(S) OF EVENT: .....

NAME OF EVENT: .....

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of Foundation of the Heart, a Colorado nonprofit corporation, and/or its directors, officers, servants, agents, representatives and employees and the United States Department of Agriculture-Forest Service-Pike National Forest (USDA/FS) (collectively and individually "Released Parties"), regardless of their negligent acts or omissions.

I certify that I am physically fit, and am prepared for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by Released Parties and that it will govern my actions and responsibilities at said activity or event and on the Bear Trap Ranch premises.

In consideration of my application and permitting me to participate in this activity or event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in any conference/project related activity including snowshoeing, ice skating, tubing, broomball, hockey and hiking, or while on or upon the premises of the Bear Trap Ranch where the conference or event is being conducted, including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity or event; and

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Released Parties from and for any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of any of the Released Parties or otherwise. It is my expressed intent that this release, hold harmless and indemnification agreement shall bind the members of my family and spouse (if applicable), if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, and CONVENTION TO SUE the Released Parties. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of Colorado.

I acknowledge that the Released Parties are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity.

I acknowledge that this activity or event may involve risk (both man-made and natural) that may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by natural mountain terrain, facilities, equipment, temperature, weather, condition of participants, animals, insects, vegetation, unmarked trails, altitude, adventure activities, actions of other people including, but not limited to, other participants, volunteers, sponsors and/or producers of the event, and lack of hydration.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I release and discharge Released Parties from any liability for any first aid rendered and for any medical assistance obtained for me pursuant to this permission.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Released Parties or other event holders, producers, sponsors, organizers, and assigns.

This accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any claim or dispute arising from or related to this release shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the rules of a mutually agreed upon alternative dispute resolution service. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. These methods shall be the sole remedy for any controversy or claim arising out of this release and I expressly waive my right to file a lawsuit in any civil court against Released Parties for such dispute, except to enforce an arbitration decision. I certify that I am competent to sign this Release, and have done so voluntarily.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

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Print Participant's Name	Age	Signature (if under 18-years-old, Parent or guardian must also sign)	Date

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Emergency Contact Name	Tel.

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Health Insurance	Policyholder:	Policy Number

Conditions staff should be aware of to avoid problems and to assure proper emergency action.

Allergies or Medical Conditions	<input type="radio"/> None or explain .....
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Medications during past 30 days	<input type="radio"/> None or explain .....
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Food / Dietary Restrictions	<input type="radio"/> None or explain .....
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#### **PARENT / GUARDIAN WAIVER FOR MINORS (UNDER 18-YEARS-OLD)**

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child's participation in the activity or event, and has agreed individually and on behalf of the child, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the Released Parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

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Print Participant's Name	Age	Signature Parent or guardian	Date

Bear Trap Ranch operates under a special use permit from the Forest Service, USDA, and provides services, accommodations, and privileges regardless of race, color, sex, age or national origin.