

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Kent Mountain Adventure Center, Inc. their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "KMAC"), I hereby agree to release, indemnify, and discharge KMAC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in hiking, backpacking, river trips, rock climbing, ropes course, and other outdoor adventure based activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks may include, among other things:** Weather conditions; slipping and falling; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, (heat related illness), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; rope burns; pinches, scrapes, twists and jolts; being struck by rock fall or other objects dislodged or thrown from above; equipment failure; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; the conditions of roads, terrain, or highways, and accidents connected with their use, the negligence of other operators of motor vehicles or myself, and collision with fixed or movable objects.

Furthermore, KMAC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KMAC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of KMAC's equipment or facilities, **including any such claims which allege negligent acts or omissions of KMAC.**

4. Should KMAC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against KMAC, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against KMAC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

**PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**  
**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name)("Minor") being permitted by KMAC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless KMAC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

I (print name) \_\_\_\_\_ hereby authorize and give full consent to KMAC to publish and/or copyright all photographs and videos in which my son or daughter (print name) \_\_\_\_\_ appears while enrolled in KMAC programs and activities. I further agree that KMAC may transfer these for any and all exhibitions, public displays, publications, commercials, and advertising purposes without limitation or reservation.

I authorize KMAC personnel to call for medical care for the minor or to transport the minor to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed by the minor. I further authorize appropriate personnel to render such medical treatment as is necessary for the health of the minor, in their professional opinion. I agree that once the minor is in the care of medical personnel or a medical facility, KMAC shall have no further responsibility for the minor and I agree to pay all costs associated with such medical care and transportation.

I do not wish for my child to participate in the following activities: