



Old Stage Rd • Colorado Spgs, CO 80906
(719) 632-0740 • Keith@beartrapranch.org

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, 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.



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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.

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

Emergency Contact Name: _____ Tel. _____

Health Insurance: _____ Policyholder: _____ Policy Number: _____

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

Allergies or Medical Conditions: None or explain: _____

Medications during past 30 days: None or explain: _____

Food / Dietary Restrictions: None or explain: _____

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.

Print Participant's Name Age Signature of 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.

RIVER MASTERS, INC, D/B/A RAFT MASTERS

RAFTING WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. The person who is participating in rafting shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean **River Masters, Inc.** or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in rafting, swimming, wading, hiking, climbing on rocks and slopes, portaging and traveling to and from Activity site(s).

2. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: extreme physical demands and exertion, lack of instruction, lack of communication, lack of medical attention or equipment, choice of rafting course, choice of difficulty of rapids, negligence of guides or other participants, changing weather conditions, changing water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, changing and unpredictable currents, holes, drowning, exposure, swimming, overturning, improper use of or lack of equipment, jumping off rocks, wild-life, carrying rafts and other equipment, entrapment of feet or other body parts under rocks or other objects, equipment failure, dehydration, sunburn, driving to and from the Activity site(s), Participant's poor health or physical condition, and mental distress from exposure to any one of the above. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the activity, the Undersigned agree as follows:

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) **Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees, attorney fees, and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) **Assumption of Risk.** The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

4. Minor Acknowledgment. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to

initials:

5. participate in the Activity. By signing this Agreement without a parent or legal guardian’s signature, Participant, under penalty of

participate in the Activity. By signing this Agreement without a parent or legal guardian’s signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

5. Medical Care. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

6. Miscellaneous. The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of **Fremont** County, Colorado or the federal court of the State of Colorado; (c) I agree to release the City of Cañon City, the City of Idaho Springs, Clear Creek County, Jefferson County Open Space, and Arkansas Headwaters Recreation Area from the above liabilities as stated herein associated with the use of City, County, State, and Federal property during rafting related activities. I also authorize the use of any photographs or video recordings taken of my participation for promotional purposes; (d) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof including but not limited to any prior representations about the Activity itself or the safety thereof; (e) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigneds that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant	Signature of Participant	Date
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Address	City	State	Zipcode
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Telephone	Email address
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Emergency Contact Name (Someone NOT on this trip today)	Telephone
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IF PARTICIPANT IS UNDER 18 YEARS OF AGE:

Name: _____	Name _____
Printed Name of Minor Participant(s)	

Minor Participant’s date(s) of birth:	Month / Day / Year
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Printed Name of Parent/Legal Guardian	Signature of Parent	Date
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