

**COLORADO COLLEGE – OUTDOOR EDUCATION  
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT**

**Please read this Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (the “Agreement”) carefully before signing. All participants must sign this Agreement. For participants under 18 years of age (“minor” or “child”), parent(s) or guardian(s) (“Parents”) must also sign.**

In consideration of the services of The Colorado College, Inc., a non-profit corporation (“CC”), and its agents, employees (including faculty and staff), officers, directors, trustees, representatives, trip leaders, guides, volunteers, independent contractors and all other persons or entities associated with it (collectively, “CC Representative(s)”), I acknowledge and agree as follows:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

For purposes of this Agreement, “Activities” shall mean engaging in on-campus and off-campus Outdoor Education activities, off-campus academic programs, off-campus CC-sponsored activities, or outdoor adventure activities that may include, but are not limited to, hiking, backpacking, climbing, skiing, snowboarding, sledding, snowshoeing, camping, swimming, boating, rafting, kayaking, horseback riding, working on the CC farm, participation in community service projects (such as, but not limited to trail work, construction and repair projects, working with children or the elderly) and transportation in vans and other vehicles to and from activities (collectively “Activities”). **I acknowledge that these Activities involve inherent and other risks, hazards and dangers that can cause injury, damage, death or other loss to myself or others. I voluntarily participate in these Activities with knowledge of the risks and agree to assume and accept full responsibility for participation in these Activities, for the inherent and other risks (both known and unknown) of these Activities and for any injury, damage, death or other loss suffered as a result of participation in these Activities.**

**The following describes some, but not all of the risks, hazards and dangers generally associated with these Activities:**

**Risks present in an outdoor or wilderness environment.** These risks include but are not limited to travel in high altitude, mountainous or wilderness terrain both on and off trail. Participants’ participation in Activities may be subject to lightning, strong winds, fast moving rivers or other water bodies, difficult stream or snow bridge crossing, falling rocks, extremely hot (geothermal) or cold water or weather, snow and ice, avalanche dangers, fallen timber, stinging or disease carrying insects, wild animals and other natural or man-made hazards. Hazards may not be marked or visible and weather can be unpredictable year-round.

**Risks involved in decision-making and conduct,** including, but not limited to, the risk that a CC Representative may misjudge a participant’s capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or, river and/or terrain route location. CC allows students and volunteers to assist with and lead many of these Activities. These individuals are not paid professional guides or leaders. All participants share the responsibility for their own safety and the safety of the group.

**Risks associated with community service projects and CC farm projects,** including risks associated with building, digging, lifting, painting, construction, repair and clean-up projects (including trail and rooftop work). Projects may involve the use of hand tools, power tools, trail maintenance tools, hazardous cleaning or other substances and ladders.

**Personal health risks.** The risk that participant’s mental, physical or emotional condition (disclosed or undisclosed, known or unknown) combined with participation in these Activities could result in injury, damage, death or other loss.

**Risks associated with travel.** Travel can be on foot or by vehicle, boat, skis, or other means and can be over rough and unpredictable terrain or via lakes and rivers, in snow, sleet, or other adverse weather conditions.

**Risks connected with geographic location.** Activities may take place in remote places, several hours from medical facilities, causing potential delays in communication, transportation, evacuation and medical care.

**Risks associated with equipment and property.** These risks include, but are not limited to, the risks that equipment and property, including CC equipment and property, may be misused or may break, fail or malfunction.

**Risks associated with cooking and camping.** Participants can cook over a gas stove or an open fire and are subject to the risk of gas explosion, scalding or other burns. Water may be contaminated, despite disinfection or boiling before use.

**Participants may have free time** before, during and after the start of a course or Activity and at various other times. Unsupervised time may include free time and/or brief periods of time alone and in the field. **During both supervised and unsupervised time and Activities, all participants are responsible for their own safety** and assume full responsibility for their own personal behavior and decisions and are subject to the CC Code of Conduct at all times.

**Risks regarding conduct.** The potential that the participant, or other participants or third parties (e.g., driver, rescue squad, hospital) may act carelessly or recklessly.

**Other risks, hazards, and dangers generally associated with outdoor educational and/or outdoor adventure activities.**

These and other risks, hazards, and dangers may result in participants: falling or being struck; colliding with objects or people; experiencing vehicle or boat collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal problems, allergic reactions or other problems. These and other circumstances may cause hyperthermia, dehydration, frostbite, drowning, high altitude sickness, heart or lung complications, broken bones, sunburn or other burns, paralysis or other disability, concussions, mental or emotional trauma or other injury, damage, death or loss.

**I agree that:**

- I have accurately completed the application and medical forms (if applicable), have read and understand all program materials received, and agree to abide by all CC rules, regulations, and policies.
- CC Representatives are available if I have questions about these activities or the associated risks, hazards, and dangers;
- I have no undisclosed mental or physical problems or limitations that might affect my ability to participate, and am fully capable of participating without causing harm to myself or others; and
- CC and CC Representatives cannot assure my safety or eliminate any of these risks.

**RELEASE AND INDEMNITY AGREEMENT**

**Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I agree:**

(1) not to sue or bring any claim against CC or any CC Representative on any basis for any injury, damage, death or other loss in any way connected with my (my child's, if Parent(s) of minor participant) enrollment or participation in these Activities, or use of CC equipment, facilities or property. **I understand that in signing this Agreement, I and anyone acting on my behalf, surrender our respective rights to make any claim against CC or any CC Representative 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) CC and CC Representatives with respect to any and all claims brought against CC or CC Representatives in any way connected with my (my child's, if Parent(s) of minor) enrollment or participation in these Activities or use of CC equipment, facilities or property, including but not limited to claims brought by or on behalf of me (my child, if Parent(s) of minor), a family member, a co-participant, or any other person or entity for any injury, damage, death or loss. **This Release and Indemnity Agreement includes any injury, damage, death or other losses caused or alleged to be caused, in whole or in part, by the negligence (but not the willful, wanton, or criminal misconduct) of CC or CC Representatives, and includes claims for personal injury or wrongful death (including claims related to emergency or medical response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.**

**MISCELLANEOUS PROVISIONS AND CONCLUSION**

**I agree** that Colorado substantive laws (without regard to its conflict of laws rules) govern this Agreement, any dispute I have with CC or CC Representatives and all other aspects of my relationship with CC or CC Representatives, and that any mediation, suit or other proceeding must be filed or entered into only in the State of Colorado, County of El Paso. **I agree** to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. CC and CC Representatives reserve the right to terminate my participation if they believe, in their discretion, that I present a safety concern or medical risk, am disruptive, or otherwise conduct myself in a manner detrimental to the activity. I understand that if I provide transportation to myself or others, I must have a valid driver's license and liability insurance currently in force. **I authorize** CC to use my photo or image in any manner, for advertising, display, audiovisual, electronic or other use.

**Medical consent and authorization. I authorize** CC, CC Representatives or other medical personnel to obtain or provide medical care for me (my child, if Parent(s) of minor), to transport me (my child, if Parent(s) of minor) to a medical facility or to provide treatment they consider necessary. I agree to pay all costs associated with that care and transportation.

**This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Agreement is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

I have carefully read, understand, and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my minor children and other family members, and my heirs, executors, representatives and estate, and successors and assigns. One or both Parent(s) must sign below if participant is under 18 years of age.

Participant (type or sign name):	Date:
Parent/Guardian (if under 18) (type or sign name):	Date: