

# LIABILITY RELEASE, WAIVER AND INDEMNIFICATION AND EXPRESS ASSUMPTION OF RISK

## ACCESS FUND ADOPT-A-CRAG TRAIL & CLEANUP PROJECT

THIS WAIVER AND RELEASE SPECIFICALLY INCLUDES ANY AND ALL NEGLIGENCE, BY WAY OF ACTION OR INACTION, BY ANY AGENTS AND/OR EMPLOYEES OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO THE ACCESS FUND, ITS EMPLOYEES AND VOLUNTEERS, AND THE HOSTING ORGANIZATION, ITS EMPLOYEES AND VOLUNTEERS. THE ACCESS FUND IS ONLY A SPONSOR OF THE EVENT, AND DOES NOT HAVE ANY CONTROL OVER THE ACTIVITIES THAT OCCUR THEREWITH.

THIS IS A LEGALLY BINDING RELEASE, WAIVER, INDEMNIFICATION OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK. Please read it carefully, fill in all blanks and initial each paragraph before signing.

\_\_\_\_\_ 1. I, \_\_\_\_\_, hereby affirm that I have read this document in its entirety. By my signature below and by my initialing each paragraph, I agree to each and every term and condition of this document.

\_\_\_\_\_ 2. I understand that the Adopt-A-Crag Trail & Cleanup Project (the "Project"), is a physically demanding event involving all aspects of trail construction, maintenance, and cleanup of litter and debris. I am unaware of any physical or mental condition that would a) prevent me from safely participating in the Project or b) endanger my health or safety or the health and safety of others due to my participation in the Project. I attest that I am physically fit and competent to participate in the Project, and that all of my questions regarding the Project have been answered to my satisfaction.

\_\_\_\_\_ 3. I understand the risks and hazards of the Project. I UNDERSTAND THAT THERE ARE DANGERS AND RISKS INHERENT IN THE PROJECT, INCLUDING THE RISK OF SERIOUS PERSONAL INJURIES, PARALYSIS, AND DEATH. I understand that the hazards and risks of the Project include, but are not limited to: being hit or crushed by falling rocks, equipment, climbers or other debris; head injuries; sprained or broken bones; poisonous snakes and plants; dehydration; hypothermia, injury due to the negligence of myself and/or others; and exposure to extreme heat or cold, rain or snow, thunderstorms or lightning. I understand that the aforementioned hazards and risks are described by way of example only, and that there are numerous other hazards and risks inherent in both litter cleanup and trail construction and maintenance to which I may be exposed.

### \_\_\_\_\_ 4. **IN CONSIDERATION FOR MY BEING ALLOWED TO ENTER AND PARTICIPATE IN THE PROJECT:**

\_\_\_\_\_ a. I, on behalf of myself, my family, heirs, successors, assigns, and anyone claiming any interest through me, hereby KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE, RELEASE, INDEMNIFY AND AGREE TO HOLD HARMLESS the Access Fund, the organizers, co-hosts, and sponsors of the Project, all Landowners and or Land Management Agencies on whose property (owned, leased or otherwise) the event takes place, and all Event sponsors, and all officers, directors, employees, volunteers, agents, successors, assigns, representatives, and heirs of the Access Fund, the organizers, co-hosts, and sponsors of the Project, all Landowners and/or Land Management Agencies on whose property (owned, leased or otherwise) the event takes place, and all Event sponsors (collectively referred to as the "Released Parties") FROM ANY AND ALL ACTIONS, SUITS, CLAIMS, DAMAGES, AND LIABILITY (INCLUDING ATTORNEY FEES AND COSTS), THAT I, my family, heirs, successors, assigns, and anyone claiming any interest through me, MAY HAVE FOR ANY DAMAGE, INJURY, PARALYSIS, LOSS, OR DEATH TO MYSELF OR ANY OTHER PERSON OR PROPERTY ARISING OUT OF MY PARTICIPATION IN THE PROJECT, whether such damage ,

injury, paralysis, loss, or death results from NEGLIGENCE of any of the Released Parties or from some other cause.

\_\_\_\_\_ b. I understand and agree that none of the Released Parties may be held liable or responsible in any way to me or my family, heirs successors, assigns, or anyone claiming any interest through me, for any injury, death, or other damages that may occur as a result of my participation in the Project or as a result of the negligence of any participant or party, including the Released Parties, whether passive or active.

\_\_\_\_\_ c. I hereby personally assume all risks, whether foreseen or unforeseen, in connection with the Project, for any harm, injury or damage that may befall me while I participate in the Project, including the risk of negligence of any party or participant, including the Released Parties.

\_\_\_\_\_ d. I hereby accept full responsibility for any and all damage, injury, paralysis or death arising out of my participation in the Project. I understand and explicitly agree that neither I, my family, heirs, successors, assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against any of the Released Parties as a result of any such damage, injury, paralysis, loss, or death to myself or any other person or property that arises out of my participation in the Project. I hereby agree to indemnify all of the above named Released Parties for any and all claims, including attorney fees and costs, which may be brought against any or all of the Released Parties by anyone claiming to have been injured as a result of any injury, including death, to me or my property which may occur as a result of my participation in the Project.

\_\_\_\_\_ 5. By signing this document, it is my intent to release, waive and indemnify all of the Released Parties from all liability connected with my participation in the Project (including, but not limited to the negligence of the Released Parties, whether passive or active), and to personally assume all risk of injury or death. I understand and agree that I am a volunteer, nor an employee of any of the Released parties, and that I will not be compensated in any way for my time and work. I understand and agree that the Project will not provide any insurance, or benefits, including workman's compensation benefits, on my behalf. I understand that the terms of this document are contractual and not a mere recital and state that I have signed this document voluntarily and of my own free will.

\_\_\_\_\_ 6. I understand that the Project will be photographed and promoted by its organizers and sponsors and in consideration for permission to participate in the Project, I hereby give permission to all of the aforementioned parties to use my likeness for any purpose whatsoever.

\_\_\_\_\_ 7. This document shall be governed by and interpreted under the laws of Colorado, without regard to conflict of laws provisions. If any lawsuit or claim is brought regarding of my participation in the Project, I agree that jurisdiction and venue for such suit shall be in the state or federal courts located in Boulder or Denver, Colorado, and hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise be entitled. If any provision of this Agreement is or becomes invalid or unenforceable in whole or in part, such provision shall be deemed amended to conform to the requirements of the law so as to be valid and enforceable, or if it cannot be amended without materially altering the intention of the parties, it shall be stricken and the remainder of the Agreement shall remain in full force and effect.

\_\_\_\_\_ 8. I have read and understand this liability release and express assumption of risk, and sign this document on behalf of myself and my heirs.

Participants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name, Address & Phone: \_\_\_\_\_

Signature of Parent or Guardian (if under 18 years): \_\_\_\_\_