

EPIC DAYS COALITION, INC. D.B.A. ROCKY MOUNTAIN OUTDOOR CENTER SUMMER ACTIVITIES RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

READ CAREFULLY BEFORE SIGNING – THIS LIMITS EPIC DAYS COALITION, INC. D.B.A. ROCKY MOUNTAIN OUTDOOR CENTER’S LIABILITY AND YOUR LEGAL RIGHTS

Participant: _____ **Age:** _____ **Phone:** (____) _____ **E-mail:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

1. The person who is participating in any activity offered by Rocky Mountain Outdoor Center (“RMO”), 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.

2. Participant has voluntarily agreed to participate in Activities offered by RMO. “Activities” may include white water rafting, kayaking, inflatable kayaking (“Duckie”), stand up paddle boarding (“SUP”), swimming, wading, overnight camping, portaging, rock climbing, hiking, mountain biking, and/or float trips, as offered by RMO (“Activities”). Participant understands that **PARTICIPATION IN THE ACTIVITIES, SCHEDULED OR UNSCHEDULED, CAN BE HAZARDOUS AND POSE RISKS OF INJURY AND DEATH** to Participant and/or his/her property. Risks include those associated with participation in the Activities, and from transportation to or from the Activities.

3. In order to participate in Activities offered by RMO Participant understands that particular equipment may be necessary. “Equipment” may include mountain bikes, kayaks, rafts, duckies, standup paddleboards (“SUPs”), paddles, life vests, helmets, wet suits, river shoes, climbing harness, climbing shoes, carabiners, climbing ropes, and other equipment used in the Activities.

4. **RISKS IN THE ACTIVITIES OFFERED BY RMO:** The Undersigned agree and understand that taking part in the Activities can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**. The Undersigned acknowledge that the Activities are inherently dangerous and fully realize the dangers of participating in the Activities. The risks and dangers of the Activities 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 trails, choice of roads, choice of climbing route, choice of difficulty of rapids, negligence of guides or other participants, changing weather conditions, changing currents and water conditions, cold water immersion, hidden underwater obstacles, trees or other above water obstacles, slippery terrain, boat/kayak/duckie/SUP intentional and unintentional flips/overturning, underwater entrapment, drowning, hypothermia, heat exhaustion, exposure to inclement weather; steep slippery and uneven terrain, trails containing visible and hidden rocks, trees, ledges, sand, mud, grass, water bars, bumps, ruts, stumps, and brush; poisonous plants, wildlife; rock anchor failure, falling debris, slips, falls, equipment failure, equipment wear and tear, collisions with others, equipment, vehicles, or other natural and manmade objects, holes, drowning, exposure, intentional or unintentional swimming, improper use of or lack of equipment, jumping off rocks, carrying equipment, dehydration, sunburn, driving to and from the Activities, exposure to virus or other communicable diseases, 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 HEREIN IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITIES MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.** Despite the risks involved, and in consideration of the right to participate in the Activities and use the facilities, Participant **AGREES TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with participation in the Activities or transportation to and from.

5. **RELEASE, INDEMNIFICATION, AND ASSUMPTION OF RISK:** In consideration of the Participant being permitted to participate in the Activities, 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 EPIC DAYS COALITION, INC., RMO, or any of their respective employees, parent corporations, subsidiaries, directors, owners, shareholders, or any related entity 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 Activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) **Indemnification.** The Undersigned hereby agrees to indemnify, defend and hold harmless RMO 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 Activities. Such obligation on the part of the Undersigned shall survive the period of the Participant’s participation in the Activities.

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

6. **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 participate in the

***NOTE, THIS IS A 2 PAGE DOCUMENT WITH A FRONT AND REVERSE SIDE. PLEASE SIGN ONLY AFTER CAREFULLY READING THE ENTIRE DOCUMENT.**

Activities. 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.

7. **Medical Care.** Undersigned authorize RMOc 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.

8. **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 Chaffee County, Colorado or the federal court of the State of Colorado; (c) 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 Activities or the safety thereof; (d) 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.

9. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY** which covers all times Participant chooses to participate in the Activities or use the facilities at RMOc.

10. If Participant is provided with or renting equipment in connection with the Activities, Participant accepts the equipment **"AS IS"** and accepts full responsibility for the care of the equipment while it is in their possession. Participant agrees that they have been provided the opportunity to inspect the equipment, and provide RMOc notice of any deficiencies. Participant agrees they are responsible for the full replacement value of any equipment not returned, and to pay for any damage to the equipment that exceeds normal wear and tear. Participant **acknowledges that they have been offered to rent a wetsuit free of charge** for any river trip, and acknowledge RMOc's recommendation to do so for early season trips and for those who have concerns in regard to exposure to cold water.

11. Participant understands that **HELMETS ARE STRONGLY RECOMMENDED FOR PARTICIPATION IN THE ACTIVITIES.** Participant understands that **HELMETS ARE REQUIRED FOR PARTICIPATION IN WHITE WATER RAFTING, KAYAKING, INFLATABLE KAYAKING, AND SUP IN CLASS IV AND V RAPIDS, MOUNTAIN BIKING AND ROCK CLIMBING.** Participant agrees to wear helmet(s) at all times. Participant understands that no helmet can protect the user from all foreseeable impacts or injury, and that the Activities present situations that surpass the limits of protection offered by helmets. Participant understands that while the helmet is necessary equipment to help protect against injury, it does not guarantee the elimination of risk of injury or death to the user. For maximum protection, the helmet must fit snugly and the retention system must be fastened securely at all times.

12. **LIFE JACKETS ARE REQUIRED FOR PARTICIPATION IN WHITE WATER RAFTING, KAYAKING, INFLATABLE KAYAKING, SUP, AND FLOAT TRIPS,** and Participant agrees to wear life jackets at all times. Participant understands that a life jacket is not a guarantee against drowning, and that the Activities present situations that surpass the limits of protection offered by life jackets. For maximum protection, the life jacket must fit snugly and be properly secured at all times.

13. Participant understands that their name, photograph, voice, or likeness may be used for publicity, advertising, promotion or other commercial purposes by RMOc, its sponsors, licensees, affiliates, subsidiaries, subcontractors, guides, agents or employees. And, authorizes and irrevocably grants RMOc the right to own and use, without compensation, any image(s) collected of Participant while participating in the Activities, and waive any right to privacy in connection therewith.

14. Participant warrants and represents that: 1) they are in good health, 2) there are no special problems associated with their health, 3) and that they have the physical capabilities to participate in the Activities.

I HAVE READ THE AGREEMENT ON THE REVERSE SIDE OF THIS FORM AND I UNDERSTAND THE CONTENTS OF THE AGREEMENT, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I VOLUNTARILY AGREE TO THE TERMS OF THE AGREEMENT AND I AM AWARE I AM RELEASING ROCKY MOUNTAIN OUTDOOR CENTER FROM LIABILITY.

Signature of Participant _____
DATE _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES,** to the fullest extent permitted by law.

Print Name of Parent/Legal Guardian _____
RELATION _____ EMERGENCY PHONE NUMBER _____

Signature of Parent/Legal Guardian _____
DATE _____

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