# **2022 Mountain Adventures Registration Packet**

Last Name First Name

**<u>Registration Procedure</u>**: To register your child for Mountain Adventures, signed copies of the following forms must be submitted to cbmtnadventures@vailresorts.com :

1. A completed Mountain Adventures Registration packet and schedule request (11 pages).

2. A filled out copy of child's immunization records.

3. For children bringing medications to camp- Pertinent medical documentation such as Medication Administration forms and action plans.

\*\*\*\*If required paperwork is not complete by the first day of your child's attendance, your child will not be permitted to attend until all required paperwork is completed and turned into Camp staff\*\*\*\*

<u>Please be aware that this is a schedule request only.</u> You will receive a confirmation email if your requested dates and activities are available. If we are unable to accommodate your request we will contact you about alternative dates/activities.

Once your child's dates and activities are confirmed, a representative from Mountain Adventures will contact you regarding payment. For your security, please do not submit any credit card information by email.

## Activity Pricing: (for activity descriptions visit skicb.com)

\$85: Archery & Disc Golf, Mtn Biking, Mtn Adventure Day.

\$110: Ropes Course, Rock Climbing, SUP/Lake Day.

\$135: Rafting, Fly Fishing.

Please select if either of the following apply to your child:

Winter Athlete Discount: For children that participated in a winter 21/22 ski/ride seasonal program with CBMR.

This includes Mini Cruisers, Cruisers, Mtn Adventures, MST and school groups.

\$77: Archery & Disc Golf, Mtn Biking, Mtn Adventure Day. \$99: Rock Climbing, SUP/Lake Day. \$102: Ropes Course. \$127: Rafting, Fly Fishing

Employee Discount: For dependents of active Summer Vail Resorts Employees \$60: Archery & Disc Golf, Mtn Biking, Mtn Adventure Day. \$77: Rock Climbing, SUP/Lake Day. \$85: Ropes Course. \$110: Rafting, Fly Fishing

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М	Monday June 13th		Tuesday June 14th		Wednesday June 15th		Thursday June 16th		Friday June 17th
	Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking
	Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf
	Rafting		Rock Climbing		Fly-Fishing		Ropes Course		Rafting
									Rock Climbing

N	londay June 20th	Tuesday June 21st		Wednesday June 22nd		Thursday June 23rd		Friday June 24th	
	Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking
	Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf
	SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day
	Rafting		Ropes Course		Fly-Fishing		Ropes Course		Rafting
	Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing

Мо	onday June 27th	Tuesday June 28th		Wed	nesday June 29th	Thursday June 30th		Friday July 1st	
	Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking
	Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day
	SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day
	Rafting		Ropes Course		Fly-Fishing		Ropes Course		Rafting
	Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing

Monday July 4th		Tuesday July 5th		Wednesday July 6th		Thursday July 7th		Friday July 8th	
		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking	
NO CAMP! 4th		Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf	
of July. Enjoy		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day	
the Parade		Ropes Course		Fly-Fishing		Ropes Course		Rafting	
		Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing	

М	onday July 11th	Tuesday July 12th		Wed	Wednesday July 13th		Thursday July 14th		iday July 15th
	Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking
	Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day
	SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day
	Rafting		Ropes Course		Fly-Fishing		Ropes Course		Rafting
	Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing

N	1onday July 18th	Tuesday July 19th		We	dnesday July 20th	Th	nursday July 21st	Friday July 22nd	
	Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking
	Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf
	SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day
	Rafting		Ropes Course		Fly-Fishing		Ropes Course		Rafting
	Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing

Mo	onday July 25th	Т	uesday July 26th	Wed	nesday July 27th	Т	hursday July 28th	Friday July 29th	
	Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking
	Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day
	SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day
	Rafting		Ropes Course		Fly-Fishing		Ropes Course		Rafting
	Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing

м	Monday August 1st		Tuesday August 2nd		Wednesday August 3rd		Thursday August 4th		Friday August 5th	
	Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking	
	Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf	
	SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day	
	Rafting		Ropes Course		Fly-Fishing		Ropes Course		Rafting	
	Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing	

Мо	Monday August 8th		Tuesday August 9th		Wednesday Aug 10th		Thursday August 11th		day August 12th
	Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking
	Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day		Archery & Disc Golf		Mtn Adv Day
	SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day		SUP/Lake Day
	Rafting		Ropes Course		Fly-Fishing		Ropes Course		Rafting
	Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing

Mon	Monday August 15th		Tuesday August 16th		Wednesday Aug 17th		Thursday August 18th		Friday August 19th	
	Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking		Mountain Biking	
	SUP/Lake Day		Mtn Adv Day		SUP/Lake Day		Mtn Adv Day		Archery & Disc Golf	
	Rafting		SUP/Lake Day		Fly-Fishing		SUP/Lake Day		SUP/Lake Day	
	Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing		Rock Climbing	



## 2022 Mountain Adventures Registration

Please complete the following	for each child:		
Last Name		_ First Name	
Date of Birth	Age	Gender (Optional)	
Email(s)			
Name of Parents or Guardians			
Home Address			
	Employer/Addres	s/Phone	
Additional Emergency Contact	<u>s:</u>		
Name	Phone	Relationship to child	
Name	Phone	Relationship to child	
	ne from Camp CB on their own l at Camp CB at 4:00 pm by a pare	nt or one of the following	
Name & Number			
Name & Number			
	accines REQUIRED: See attached Formation Mountain Adventures s		
List any know drug or food rea	ctions or allergies:		
Does your child carry an Epi-Pe Will your child bring any medie	en? YES NO Does you cations to camp? YES NO	r child carry an inhaler? YES 🗌 N	io 🗆
	ive and non-prescriptive, the child copy of the <i>Authorization for Adm</i> Dosage & Frequency		I bring <b>any</b> medication Bringing to Camp? YES   NO
			YES 🗌 NO 🗌
Physician's Name		Phone	
Address			
Dentist's Name		Phone	
Address			

Please send Registration to CBMtnAdventures@Vailresorts.com

## Authorization for Emergency Medical Care

I hereby give my permission to camp officials to contact a doctor or emergency medical services on behalf of my child and for a doctor, hospital or medical service to provide emergency medical or surgical care for my child.

Should an emergency arise, it is understood that camp officials will make a conscientious effort to locate the emergency contacts listed below before any action is taken. If it is not possible to locate the contacts, I will accept the expense of emergency medical or surgical treatment.

Initialed\_\_\_\_\_\_ on this date \_\_\_\_\_

## Hospital of choice is: Gunnison Valley Health 711 N. Taylor St. Gunnison CO. 81230 (970) 641-1456

## **Transportation Permission**

I hereby give permission for my child to ride in Mountain Adventures vehicles and busses operated by Mountain Express. I understand that Mountain Adventures staff will make a good faith effort to ensure that my child is properly belted throughout the trip. I also understand that seatbelts are not available on Mountain Express busses, which are driven by CDL certified drivers. I am aware that misbehavior while in vehicles will not be tolerated and is grounds for dismissal from Mountain Adventures without refund.

Initialed\_\_\_\_\_\_ on this date \_\_\_\_\_

## **Sunscreen Permission**

Please apply sunscreen to your child in the morning and include a labeled bottle for reapplication. If, for some reason, this sunscreen is unavailable I give permission to apply sunscreen provided by Mountain Adventures to my child.

Initialed\_\_\_\_\_\_ on this date \_\_\_\_\_

## Late Child Drop-off Policy

Our programming is complex and requires our campers to be dropped off on time and at the Camp CB drop-off location. Every camper is required to have a Parent or Guardian sign-in for each activity day, unless stated otherwise on sign up forms. This is required by our State of Colorado Licensing agreement and no exceptions are allowed. In addition to the sign in requirements, we do not accept campers who are late for offsite activities. It is best practice to have all campers together, from the beginning of all activities to cover safety rules, guidelines and expectations for the activity day. This best practice benefits the instructors and sets up all participants for activity success and safety. If campers are late and the activity has left the Camp CB drop-off area, participants will be charged for that day's activity and will be unable to participate.

Initialed\_\_\_\_\_\_ on this date \_\_\_\_\_

## **Cancellation Policy**

Due to the complexity of scheduling multiple activities per day for hundreds of children per week and providing staff with timely work schedules, we provide these opportunities for cancellation:

• You may cancel with more than 48 hours' notice to receive a full refund. Additional notice, whenever possible, is always appreciated.

• Cancelling within 48 hours of the activity will result in no refund except medical or family emergencies

Initialed\_\_\_\_\_ on this date \_\_\_\_\_

Please send Registration to CBMtnAdventures@Vailresorts.com

### For Children Participating in Mountain Biking:

### Mountain Adventures Mountain Biking Ability Chart

Please select level if child is participating in any Mountain Biking Days. Level (1-4) : \_\_\_\_\_

This chart can be used as a basic guideline to help determine your ability level on a mountain bike.

**Level 1-** Little experience riding a bike, and have trouble keeping the front wheel straight while riding. **Trails:** Skills centers, roads and paths only with supervision. No trails at this time.

<u>Level 2-</u> Limited experience on a bike, but are able to control speed and direction on pavement only. **Trails:** Transferring out of skills zones into green trails.

**Level 3-** Limited experience riding off road terrain on dirt. Capable of controlling speed and direction on gentle single track. **Trails:** Green trails transitioning to easiest blues.

<u>Level 4-</u> Mountain biking experience and capable of controlling speed and direction on moderately steep, technical terrain. **Trails:** Green and Blue trails.

### \*\*NO LEVEL 5-6\*\*

This summer, Mountain Adventures will not be offering Advanced and Expert Mountain Biking due to <u>our partnership</u> <u>with CB Devo</u>. We will only be operating on Green and Blue trails. Please acknowledge this below if your child is attending bike camp.

I acknowledge there will be NO mountain biking on Black or Double Black terrain this summer with Mountain Adventures Summer camp, regardless of child's ability. Even if my child advances in skill level to be able to ride these advanced trails, they will remain on Blue trails.

Initials\_\_\_\_\_ Date\_\_\_\_\_

Mountain Access: (Check which option applies) \*Lift access is required for children riding the lift (Level 3+)

My Child will have summer Crested Butte season pass  $\Box$ 

I would like to purchase a \$100 Crested Butte Only Program Pass

My Child will need a day pass for all scheduled days (\$10/day)

My Child is a level 1 or 2 and may not need a lift ticket  $\Box$  (once they progress to level 3, lift pass will be needed)

### WHAT TO BRING FOR A DAY OF MOUNTAIN BIKING:

- A properly fitted mountain bike, in good, tuned condition.
- A good fitting bike helmet.
- Eyewear that fits and will stay in place while riding.
- A <u>mt bike</u> back pack. No string straps allowed.
- Lunch and snacks, more than you think you need.
- Water bottle/bladder. 1 bottle will not do it.
- Sunscreen/Sun protection & reapply.
- Closed toe shoes, no sandals allowed.
- A spare tube for the wheel size of the bike being used.
- Rain Jacket & thermal layer (not cotton).
- A great, positive, can-do attitude!
- Also strongly recommended: gloves, knee & elbow pads, tools.

## Immunization Records Information

A Certificate of Immunization, showing up to date vaccinations, is required for all children participating in camp due to our State Licensing Requirements. Regardless of what you have been able to do in the past, all participants will be held to the guidelines outlined below. The Colorado Department of Public Health (CDPHE) requires certain vaccines based on age and you can find the most recent vaccine schedule on the CDC website at the link below. Your child is NOT required to have a COVID Vaccination this summer. Refer to the following link to ensure your child meets the state requirements.

https://www.cdc.gov/vaccines/schedules/downloads/child/0-18yrs-child-combined-schedule.pdf

## Your child will not be able to attend camp if we do not have a Certificate of Immunization reflecting up to date vaccines or an exemption certificate 24 hours before arrival. It is your responsibility to know if your child is eligible to come to camp based on the information on this form.

If you submitted your records to us last year, it might be best to submit them again to be sure what we have is up to date or check in with us in advance to be sure we have everything we need.

### Exemptions

If you are requiring a Medical or Non-Medical Exemption, we will need a copy of the CDPHE Certificate of Medical Exception or a copy of the CDPHE Certificate of Nonmedical Exemption filled out entirely at least 24 hours prior to your first day at camp.

New exemption forms need to be submitted every calendar year you attend camp. Additionally, as a guideline of being exempt to vaccines, you may be excluded from camp activities at any time if there is concern of an outbreak. Details on those forms can be found here: https://cdphe.colorado.gov/vaccine-exemptions

## **Your Immunization Plan**

Your Certificate of Immunization, will need to be signed by a healthcare administrator, unless it comes from the Colorado Immunization Information System (CIIS). In some cases, we can look up your Certificate of Immunization, provided you are confident they have been entered into CIIS. We will tell you on the morning you arrive at camp if you are not eligible for camp activities, so it is your responsibility to know ahead of time if we're going to turn you away. Select one of the following so that we know how you are planning on addressing this:



Child has gotten all vaccines in the state of Colorado and their complete immunization records are in the Department of Public Health Colorado Immunization Information System.



Child is not a Colorado Resident or has not always been vaccinated in Colorado, and I have attached a copy of their immunization records to this registration (select this option if you aren't sure about CIIS and are submitted your own records).

I do not currently have my Certificate of Immunization but will provide it 24 hours prior to our first day of camp. I also understand that CBMR will not be reminding me to do this.



I will have a Certificate of Exemption filled out in its' entirety 24 hours before our first day of camp

Please sign and date to acknowledge that you read and understand all of the guidelines.

Signature\_\_\_\_\_ Date \_\_\_\_\_

## CHILDREN'S DAY CAMP & CHILD CARE RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING! THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS

1. My child is participating in a recreational day camp and/or child care. I understand that participation involves a number of recreational activities, which may include zip lining, rock climbing, ropes/challenge courses, bungee trampoline, road or mountain biking, using a bike park, rollerblading, kayaking, canoeing, rafting, paddle boarding, hiking, golfing, frisbee golfing, archery, horseback riding, caving, rock climbing, swimming, ice skating, camping, field trips, transportation by motor vehicle, martial arts, archery, laser tag, petting zoo, bounce houses, miniature golf and other recreational activities (the "Activity"). I understand that **PARTICIPATING IN THE ACTIVITY AND USING SKI AREA FACILITIES, INCLUDING THE LIFTS, FOR ANY PURPOSE, CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.** 

2. I ACKNOWLEDGE THAT THIRD PARTY VENDORS, NOT AFFILIATED WITH THE RESORT, MAY PROVIDE AND OPERATE MANY OF THE ACTIVITIES AND THAT THE RESORT MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THESE PROVIDERS.

3. I EXPRESSLY ACKNOWLEDGE AND ASSUME ALL RISKS AND DANGERS associated with the Activity. I understand that the risks and dangers include, but are not limited to: the negligence of other participants and instructors; falling; equipment malfunction; sharing the facilities with others; not following the direction of the Activity provider or third party vendor's personnel; high speeds; slick or uneven surface conditions; variations in slope, surface and subsurface terrain; rugged mountainous terrain; bumps; stumps; forest growth; downed timber; rocks of various sizes; course and venue configuration and/or conditions; marked and unmarked obstacles; varying conditions; collisions or accidents when traveling by vehicle to/from an activity site; contact with wild animals or allergens; becoming lost or separated; forest and/or other fires; lightning, snow, storms and other adverse weather; strenuous activity; fatigue; exhaustion; dehydration; heatstroke; hypothermia; high elevation; and sickness or disease (including exposure to COVID-19).

4. IN CONSIDERATION FOR MY CHILD BEING ALLOWED TO PARTICIPATE, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE Vail Resorts, Inc., The Vail Corporation, each of their parent and affiliated companies and subsidiaries, the United States, the resort owner/operator, land owner, equipment manufacturer, and all their respective insurance companies, successors in interest, commercial and corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activity, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE (including failure to take reasonable steps to protect against the risks of the Activity) OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGASINT THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY. I TAKE FULL RESPONSIBILITY FOR ANY INJURY OR LOSS to me or my child, including death, which I or my child may suffer, ARISING IN WHOLE OR IN PART OUT OF THE ACTIVITY.

I AGREE TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY ANY RELEASED PARTY IN DEFENDING A CLAIM OR SUIT BROUGHT BY ME, ON MY CHILD'S BEHALF, OR AS A RESULT OF MY CHILD'S PARTICIPATION IN THE ACTIVITY.

In consideration for allowing my child to participate in the Activity, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT MY CHILD OR I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, including those of which I am not aware, those not mentioned in this release and those resulting FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

5. I represent that my child is in good health and has no special problems with his or her physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for my child which may be necessary and agree to be fully responsible for any associated costs.

6. I agree that ANY AND ALL CLAIMS FOR LOSS, INJURY AND/OR DEATH REGARDING AN ALLEGED INCIDENT SHALL BE GOVERNED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION SHALL BE IN THE STATE or federal court sitting in the district where the alleged incident occurred, except that all cases arising out of an alleged incident at (a) Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction; and (b) Hunter Mountain shall be governed by New York law and the exclusive jurisdiction of any such claim will be in the Supreme Court of the State of New York, County of Greene or in the United States District Court for the Northern District of New York.

7. I represent that I am the parent or legal guardian of the child listed below and VOLUNTARILY GRANT PERMISSION FOR MY CHILD TO TAKE PART IN THE ACTIVITY. I acknowledge that I am signing this release on behalf of my child and that my child ALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

8. I understand that this release shall apply during every time my child participates in the Activity during the season and that this release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon my and my child's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

MINOR PARTICIPANT	<b>INFORMAT</b>	<mark>ION - Requires</mark>	Parent/G	uardian to Complete, Sigr	n & Date Below		
MINOR #1 – Last Name, First Name, M.I. (print)	Date of Birth	(MM-DD-YYYY)	MINOR #2	– Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)		
MINOR #3 – Last Name, First Name, M.I. (print)	Date of Birth	(MM-DD-YYYY)	MINOR #4	– Last Name, First Name, M.I. (print)	Date of Birth (MM-DD-YYYY)		
PARENT/GUARDIAN INFORMATION – Required to Complete, Sign & Date Below							
PARENT/GUARDIAN – Last Name, First Name, I	A.I. (print)	Date of Birth (MM-I	D-YYYY)	X SIGNATURE OF PARENT/GUARD	IAN DATE		
EMERGENCY CONTACT (print)		RELATION		PHONE NUMB	ER		

### 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 or other Activity shall be referred to as "Participant." "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 Three Rivers Outfitting and any of its respective successors in interest, affiliated organizations and companies, parent and sister companies, insurance carriers, agents, contractors and subcontractors, employees, representatives, assignees, officers, directors, members, owners and shareholders. The "Activity" means taking part in rafting, boating, paddling, fishing, swimming, wading, hiking, climbing on rocks and slopes, portaging and traveling to and from Activity site(s), activities on or the use of facilities and premises of Released Parties' equipment, and all other activities related to or ancillary to these activities.

2. Risks of Activity. Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND DEATH TO PARTICIPANT AND OTHERS. 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: physical, mental and emotional injury, death, drowning, cardiac arrest, being thrown from boat or raft, boat or raft capsizing, becoming entrapped in rocks causing drowning or other injury, hypothermia, cold water immersion, reaction to cold water, difficulty in rescue and injuries caused by poor decisions or mistakes made by others including guides and other participants, improper training or instruction, choice of difficulty of rapids, errors in food storage or preparations, encountering dangerous wildlife or insects, flora and fauna, hidden underwater obstacles, trees or above water obstacles, coming into contact with equipment, slippery terrain and falling, changing and unpredictable currents, holes, exposure, improper use of or lack of equipment, jumping or falling off rocks, carrying rafts and other equipment, dehydration, heat exhaustion, sunburn, extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of or inaccessible medical attention or equipment, defective equipment, misuse of equipment, choice of course or Activity, negligence or poor decisions of guides, changing weather or water conditions, Participant's poor health or physical condition, known or latent health conditions (including cardiac conditions), mental distress or panic from exposure to any one of the above, misunderstanding or underestimation of risks and abilities, accidents at Release Parties' premises and facilities, accidents during transportation to and from Activities, and infections, exposure to viruses or bacteria, and other illnesses. UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND T

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

(a) <u>Release</u>. 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 Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with Participant's participation in the Activity, including, but not limited to, claims of negligence, negligence *per se*, negligent misrepresentation, other tort claims, premises liability, products liability, breach of warranty, breach of fiduciary duty, breach of local, state and federal laws, breach of contract and wrongful death.

(b) <u>Indemnification</u>. Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, costs, property loss, medical bills, loss of income, costs, attorney's fees, liens, subrogation rights, and all other damages of any kind or nature whatsoever, and from any suits, claims or demands (including Undersigned's claims and third party claims), including legal fees and costs whether or not in litigation, arising out of or related to Participant's participation in the Activity. Such obligation on the part of Undersigned shall survive the period of Participant's participation in the Activity.

(c) Assumption of Risk. 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. Undersigned acknowledge that participation in the Activity is voluntary and that Undersigned can choose not to participate in the Activity. Undersigned also acknowledge that Participant is physically and mentally capable of participating in the Activity, yet there is a possibility that Undersigned may underestimate his/her own abilities, and may have physical or mental conditions that may increase chances of injury or death. By signing this document, Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT KNOWN, DESCRIBED ABOVE, INHERENT, OR OTHERWISE.

4. Minor Acknowledgment. In the case of a minor Participant, Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but 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 otherwise may have. Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents he/she is at least 18 years old. If signing as the parent or guardian of a minor Participant, signing adults represent that they are the minor's legal parent or guardian.

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 and it is possible to call for medical care for Participant or transport Participant to a medical facility or hospital. Undersigned agree to pay all costs associated with such medical care and related transportation.

6. Miscellaneous. 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 Gunnison County, 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 OTHER REPRESENTATIONS ABOUT THE ACTIVITY ISELF OR SAFETY OF THE ACTIVITY; (d) Undersigned is voluntarily and fairly entering into this Agreement. 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 Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of Undersigned and/or Participant.

#### 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 Parent/ Legal Guardian	Signature of Parent/Legal Guardian	Date	Date of Activity
Address		Telephone	Email



# Adaptive Sports Center of Crested Butte Waiver & Release of Liability Agreement

Adaptive Sports Center of Crested Butte, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. The purpose of this Adaptive Sports Center of Crested Butte Waiver & Release of Liability Agreement is to exempt, waive, and relieve Released Parties from any and all liability for any harm, wrongful death, personal injury, property damage, claim or cause of action, including, but not limited to liability arising from the negligence of Released Parties. "Released Parties" include Adaptive Sports Center of Crested Butte, Inc., and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place. In consideration of the undersigned Participant being allowed to participate in any way in Adaptive Sports Center of Crested Butte and/or Adaptive Sports Center of Crested Butte, Inc. related events and activities, the Undersigned ("Undersigned" means the Participant or the Participant's parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

1. Risks of Activity. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

Risks of Participation. The Undersigned recognizes and understands that while Released Parties have undertaken 2. reasonable steps to lessen the risk of transmission of communicable diseases, including but not limited to, COVID-19, in connection with participation in the activities, the Released Parties are not responsible in any manner for any risks related to communicable diseases in connection with Participant's participation in the activities. Specifically, the Undersigned understands that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. The Undersigned is fully aware that participation in the activities carries with it certain inherent risks related to transmission of communicable diseases ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying a communicable disease; (2) the risk of transmitting or contracting a communicable disease, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from communicable diseases or the treatment thereof. Further, the Undersigned understands that the risks of all communicable diseases are not fully understood, and that contact with, or transmission of, a communicable disease may result in risks to the Participant including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. The Undersigned hereby voluntarily accepts and assumes all risk of loss, personal injury, sickness, death, damage, and expense for the Participant arising from such Inherent Risks. Furthermore, the Undersigned represents and warrants that Participant does not knowingly carry any communicable diseases that may be transmitted during participation in the activities.

**3. Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in any Adaptive Sports Center of Crested Butte/Adaptive Sports Center of Crested Butte, Inc. events or activities or the Participant's presence on or travel to the premises where such events or activities take place, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to



indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims, or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in such events or activities or the Participant's presence on or travel to the premises where such events or activities take place.

**4. Helmet Use.** Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet.

**5. Medical Treatment**. Undersigned understands that the Released Parties do not have medical personnel available at the location of the activities. Undersigned hereby grants the Released Parties permission to administer first aid or to authorize emergency medical treatment, if necessary. Undersigned understands and agrees that any such action by the Released Parties shall be subject to the terms of this agreement and release, including any liability arising from the negligence of the Released Parties when administering first aid or authorizing others to do so. Undersigned understands and agrees that the Released Parties do not assume responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment.

**6. Miscellaneous.** Undersigned agrees (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 and venue for any claim shall be located in the state courts located in Gunnison County, CO; (c) this Agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned; (d) this Agreement shall be construed as broadly as permitted by applicable law; and (e) that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

### FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian, or legal representative 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 or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult incapacitated adult otherwise may have. The Undersigned parent, or legal guardian, or

legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant's behalf.

### I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF.



# Who are you signing for?

: Myself	: Someone under 18 or Legally Inca	apacitate	
Signee Information			
First Name:	Last Name:		
Home Address:	City:	State:	Zip:
Email Address:			
I am voluntarily choosing to particip risks and hazards involved.	ate in these activities with full rec	cognition and appreciation	n of the dangers,
Signed:		Date:	
Participant Information			
First Name:	Last Name:	DOB:	
How is this participant related to you? _			
Signed:	Date	e:	
I HAVE CAREFULLY READ THIS AGE	REEMENT AND UNDERSTAND ITS	CONTENTS. I AM AWAR	E THAT I AM

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF. I agree (Initial):