

## **IMPORTANT: THIS Is a LEGAL DOCUMENT – A RELEASE of LIABILITY**

**Please read and understand this document before signing. If you have any questions, please ask us or consult an attorney. You are giving up specific legal rights for you, your family and your heirs, by signing this contract.**

Georgetown Outdoor Discovery its employees, agents, directors, officers, sponsors, advertisers, volunteers, contractors, subrogors and HDPLC representing The City of Georgetown, The City of Silver Plume, Clear Creek County, and Historic Georgetown Inc., US Forest Service and the Colorado Division of Wildlife (hereinafter Outdoor Discovery) hope that you have a rewarding experience. We wish to inform our guests that hiking in Clear Creek County, (hereinafter Hiking) is not risk free. The same elements that contribute to the unique character and fun of Hiking, bird watching, wildlife viewing and the views include physical exertion can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the possible risks. We ask that you read this, sign it, and return it to our office.

### **EXPRESS ASSUMPTION OF THE RISK**

There are risks that accompany all aspects of life as well as Hiking. Some of these risks are inherent when Hiking; some are changed, increased or decreased due to the activities of Outdoor Discovery. You must understand and accept all the risks of the Hiking, inherent and others.

Any time you are hiking there are risks to be encountered which you need to understand. This is true if you are from an urban environment and are not used to the changes in the terrain, environment and conditions of the hiking area.

The most important thing to remember is to be prepared in advance. You will need plenty of water, rain gear, sun protection and good hiking shoes. Whenever you are hiking you will be crossing uneven terrain, stepping on unstable rocks or crossing streams. Footing will be unstable and difficult. You can slip and fall while hiking. The trails that you will be traversing may be next to cliffs or dangerous. You may be hiking up and down hills.

Travel by foot is over rugged, unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collisions, falling; drowning and others usually associated with such travel.

You will have the opportunity to rest and/or participate in stretching, fitness, yoga or other fitness sessions to relieve stress and make the experience more enjoyable. Do not do any activity, which forces you into a position where you are uncomfortable or creates any pain. You may do this on the ground or holding on to trees or other objects so make sure you look at where you may be on the ground or what you may hold on to.

You understand we are going to be viewing wildlife on this trip. We will enter the home and habitat of native and possibly rare animals, plants and wildlife and as such; we are intruders. You agree to respect the environment we are entering and to treat all wildlife with respect. You understand that you must understand and obey the directions of our guides not to disturb the wildlife we may encounter and to leave the area in as pristine condition as possible. Annoying, chasing or harassing wildlife is illegal and may permanently injure them. Do not feed the wildlife, feeding wildlife eventually leads them to starve during the winter. Federal laws protect threatened and endangered species. Harming a threatened or endangered species in any way may harm the animal and subject you to fines and criminal imprisonment. Do not catch or attempt to catch any animal, even if the animal appears to be hurt. Animals bite, scratch, peck and claw, which may cause serious injury. Talk to your guide about dealing with specific animals that may cause major threats to your safety.

The weather is beautiful, wait 10 minutes (or less) and the weather can change. All outdoor activities are at the mercy of the weather. Not just for how you may experience or enjoy the activity but also how you will feel after the activity or survive the activity. During all outdoor activities pay attention to the weather. Weather is unpredictable in the mountains and can change quickly because you cannot see the weather coming because of the mountains.

Before going out, check the weather forecasts and dress and prepare accordingly. Take the proper clothing for the weather forecast and clothing if the weather changes. Don't let sunburn ruin your trip. Sunburn is a hazard even on overcast days, so sunscreen is a must even if it's not very sunny.

Keep a constant look out for changing weather conditions. Lighting, storms, hail, snow, high winds and tornadoes, other weather phenomena can occur suddenly and without warning.

Kids enjoy life. In that process kids fall down, get back up and keep having fun. Sometimes though a kid might not get back up as quickly or bounce back as fast. As you, a friend, relative, Parent, or Guardian well know, there is no way to prevent a child from falling down or getting hurt. Outdoor Discovery and its staff will do the best job we can to help your child bounce back and enjoy the summer. However, you need to acknowledge and understand that no matter how many staff or how much work we do, sometimes a child can get hurt.

You will trek at altitudes to which you will not be accustomed. You could be hiking to 10,500 feet and possibly higher. Altitude sickness is the term used to describe the effect on a human body at altitudes higher than the person is accustomed to. Altitude sickness symptoms include nausea, headaches, and a loss of appetite. If this occurs, you need to contact your guides immediately.

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High-Altitude Pulmonary Edema (HAPE) and High-Altitude Cerebral Edema (HACE) occur when you are at high altitudes and have not acclimated properly. HAPE and HACE can be fatal if not treated quickly. Treatment is quick descent to a lower altitude and oxygen.

Your guide will attempt to monitor your water intake and general well-being; however, it is your responsibility to take care of yourself, pay attention to your guide's advice and notify your guide if you are not feeling well.

Telemark skiing, backcountry skiing, randonnée skiing, cross-country skiing, skating, diagonal skiing, are quite different from downhill skiing. You understand there are several differences in the way the skis and bindings work. You understand that these bindings do not release. In general, this type of skiing has different risks than downhill skiing, and you understand and accept these risks.

There is a risk of Backcountry Skiing include hitting trees and other objects, both visible and hidden. You can sustain finger, hand and wrist injuries from your poles being snagged. Broken equipment can mean difficulty getting back to safety or forced bivouacs. Snow covered landmarks make navigation difficult. Snowstorms, blizzards or "whiteouts" make movement difficult if not impossible and navigation impossible.

Backcountry skiing requires you to provide your own propulsion. There are no lifts. Any movement will be based on your own energy, muscles, skill and actions.

Any time you are snowshoeing there are risks to be encountered which you need to understand. This is true if you are from an urban environment and are not used to the changes in the terrain, environment, weather, cold and conditions of the snowshoeing area.

Snowshoeing, Cross-Country Skiing, and Winter Activity in cold weather includes a high degree of risk for Hypothermia. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Being wet and in the wind contributes to Hypothermia. You need to understand hypothermia and to have adequate and the correct clothing to combat hypothermia. Hypothermia can quickly result in death.

You agree to inspect all equipment loaned to you by Outdoor Discovery and to make sure you understand how the equipment is to be used and how not to use the equipment. Do not use the equipment unless you are comfortable with using it and know the risks of using it.

If at any time you are uncomfortable or feeling any pain, hotspots, soreness or discomfort with the surroundings, your clothing, equipment or gear or anything else let your guide know immediately.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. Travel to and from the activity site is incidental to the Hiking. Accidents can occur during travel to and from the Hiking site.

This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur while engaging in any of the Hiking described above, or that you may encounter. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the Hiking.

You certify that you have reviewed this document with your family. You certify that you have examined the Outdoor Discovery website and looked at the information, risks and videos posted on the Outdoor Discovery website. You certify that your family, including minor children and yourself are fully capable of undertaking this experience. You state that you have read the above statement on some of the possible risks in this Hiking and the activity. Therefore, you assume full responsibility for yourself, your family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of **your negligence, negligence of your family, or the negligence of Outdoor Discovery**. You hereby **expressly consent and assume all risks of the Hiking** for yourself and your family, including the risks associated with traveling to and from the activity site. You also understand that Outdoor Discovery reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the program. Your family and you are in good physical condition and able to undertake this activity. You understand and agree that this is a voluntary activity, and you are doing so for recreational purposes and do so voluntarily. If a friend, relative, Parent, or Guardian you agree to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment as well as the risks outlined in this agreement and agree participants will obey all signs, and warnings posted and to obey instructions from staff.

## **CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION**

For the opportunity of Hiking with Outdoor Discovery as consideration, you agree to waive any legal right to any claim and agree to **indemnify and hold harmless** Outdoor Discovery, its agents and employees, as set forth above, from all claims, damages, losses, injuries, and expenses arising out of or resulting from your family's or your participation in these activities for all past, present or future claims, demands, and causes of action. This release of liability covers **all risks of the Hiking and any negligence** of Outdoor Discovery, including claims for **negligent** hiring, instruction, operation or other forms of negligence not normally associated with the Hiking or associated with the business and employees. You agree that Outdoor Discovery has a **subrogation/right to indemnification** for your actions based on any

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permit, grant, contract or agreement with third parties. You further **agree to release, acquit, and covenant not to sue** Outdoor Discovery, its agents, and employees for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including the **negligence of Outdoor Discovery, negligence of another participant**, or negligence of your family, yourself, or your heirs, against Outdoor Discovery arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. **In short, you cannot sue Outdoor Discovery or anyone else for any reason if you or your family or minor child may receive an injury, and if you do, you cannot collect any money.**

This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not.

You agree to **indemnify, agree to subrogation** and to **reimburse** Outdoor Discovery for any damages, costs, fees or expense's Outdoor Discovery expends on you or your family's behalf, including the cost of any Search and Rescue or for any damages you may do to third parties. You understand this means you are the insurer for the Outdoor Discovery for any actions or damages, you or your family may incur.

You agree to the site of any lawsuit and the law governing any such lawsuit shall be **Clear Creek County Colorado** and governed by **Colorado law** no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party's case or trial in Clear Creek **County Colorado** applying **Colorado Law**. You understand and agree that you may be giving up the right to a deprivation of a meaningful day in court and that there are no extraordinary circumstances that would change that legal issue. You agree this forum selection clause applies to all claims, counterclaims, defenses and third-party claims brought by either party to this agreement.

The terms of this agreement shall continue and be, in effect, after the Hiking trip has ended. No changes in this document are valid.

As liquidated damages, you hereby agree that if Outdoor Discovery is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by yourself, your executors, or your heirs, on your family's or your behalf, your heirs or executors, and you agree to pay Outdoor Discovery's costs and attorney's fees if they successfully defend such action, lawsuit or litigation. You understand and agree that you are indemnifying Outdoor Discovery for any claim you may bring or for any injury you receive. If you do, you will pay the Outdoor Discovery's damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties and all prior understandings or communications, electronic, online, written or oral, are superseded by this Agreement.

If you do not want to sign this release, you understand you cannot go Hiking, and you are free to go Hiking with other companies.

All members and guests are responsible for securing their own health insurance. Outdoor Discovery does not provide medical coverage for injuries sustained on the premises or while participating in an Outdoor Discovery-sponsored activities and events, whether on the premises or not. You have adequate health, disability, and life insurance for your family and yourself.

You hereby give permission for transportation to any medical facility or hospital. You authorize any qualified person or medical personnel to render necessary emergency medical care for yourself and your family. You hereby authorize the release of any medical information, including information concerning your HIV or "Aids" status, in the possession of Outdoor Discovery to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse, or other such person rendering care on your behalf. You hereby waive any action or claim against Outdoor Discovery or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information, including your HIV or "Aids" status.

You, of your own free will, for your family, your minor children, your heirs and executors and yourself, have read, understand and acknowledge the risks and liability for yourself and your family.

You acknowledge that you have received a Copy of this Document if you wanted one. You understand that you are signing this document electronically or may be signing this document electronically in the future. You understand and agree under state and Federal law; there is no difference between signing this electronically or in writing.

You authorize and release to *Georgetown Outdoor Discovery* the use of your image in any photograph or video recording for any purpose of *Georgetown Outdoor Discovery*.

**You Have Read and Understood this Agreement. You are Voluntarily Signing this Agreement. You understand you are giving up certain legal rights for yourself, your family and your heirs.**

**By signing this you understand you, your family and your heirs cannot sue for any reason. If you or anyone else sues because of your injury you, and they cannot collect any money. If anyone sues and loses you will owe us money.**

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**You understand that pursuant to Colorado Revised Statutes § 13-22-107, this release is effective in preventing claims or litigation for injuries your child may receive.**

By checking this box, you indicate that your family, and you have previous Hiking experience.

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PARTICIPANT SIGNATURE

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ADDRESS

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PRINTED NAME

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CITY, STATE POSTAL CODE

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SIGNATURE OF SPOUSE

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PRINTED NAME                      DATE OF BIRTH

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SIGNATURE OF MINOR CHILD (12 and above)

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SIGNATURE OF MINOR CHILD (12 and above)

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PRINTED NAME                      DATE OF BIRTH

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