



ACKNOWLEDGMENT & ASSUMPTION OF RISKS AND RELEASE & INDEMNITY AGREEMENT

Introduction

Please read this entire **acknowledgment & Assumption of Risks and Releases & Indemnity agreement (hereafter, 'Document')** **carefully before signing.** All participants must sign this Document. For participants under 18 years of age (hereafter, sometimes, called 'minor', 'students' or 'student') parent/s or legal guardian/s (hereafter, collectively 'parent/s') must also sign.

Battle Rock Charter School contracts with individuals or organizations that are independent contractors (not employees or agents of the School) to conduct certain activities that participants may be engaging in. Although the School has made efforts to locate responsible contractors, the School does not supervise or control these contractors and is not responsible for their conduct. In addition, organized activities including competitions, meets, events and races are often organized by independent facilities and/or take place on premises not owned by, or associated or affiliated with Battle Rock Charter School. The School does not oversee, supervise or take responsibility for any aspect or condition of these independent activities, facilities or premises. Participants and their parent/s acknowledge that they may independently inspect and assess any of these activities, facilities or premises, if they desire.

In consideration of the services of Battle Rock Charter School, a nonprofit charter school association, and the Montezuma Cortez School District RE-1, and each of their respective agents, directors, officers, teachers, staff, employees, representatives, leaders, guides, mentors, volunteers, independent contractors and all other persons or entities associated with them, and including owners and leasers of private lands on which the activities take place (collectively referred to in this Document as "BRCS"), **I (participant and parent/s of a minor participant) acknowledge and agree as follows:**

- **Acknowledgment and Assumption of Risks**

Engaging in experiential learning, outdoor educational, and/or adventure activities on BRCS premises, or in other locations in the United States may include, but not be limited to hiking; backpacking; camping (winter or summer); skiing; snowshoeing; snowboarding; rock climbing; (outdoors on natural rocks, or indoors on artificial walls); rafting, kayaking, canoeing, recreating and/or swimming in pools, ditches, canals, rivers, lakes, streams, creeks, and/or other water bodies; urban and off-road bicycling; urban and off-road running; high and low element ropes course activities; horseback riding; game and P.E. activities; participation in irrigation project, livestock management, crop production, apiary (bee-keeping) and other agricultural endeavors, solar/biodiesel/hydro and other renewable energy production; service learning including construction/plumbing/electrical projects on or near the campus; day and overnight trips and transportation in school vehicles (such as vans, suburban and buses) to and from activities. These activities may be mandatory or optional, scheduled or unscheduled and /or take place as independent opportunities (including free time and field trips or special trips) and can occur year round, whether or not school is in session (referred to in the Document as 'activities'). I (and my parent/s, if I am a minor) acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as 'risks') of these activities can cause injury, damage, death or other loss to participant or others. Parent/s of minor participants agrees to discuss the nature of these activities and risks with their child and give their child permission to participate in all BRCS activities. **The following describes some, but not all of those risks:**

- **Risks present in rural, outdoor and wilderness environments on land or water.**

These risks include travel in high altitude, mountainous, desert and /or wilderness terrain, both on and off trail. Participants' activities and travels may be subject to lightning; strong winds; fast moving rivers, streams, irrigation ditches, or other water bodies, including strong currents and whitewater; difficult stream and/or snow bridge crossing; falling rocks; extremely hot (geothermal) or cold water or weather; flash floods; snow and ice; avalanche dangers; fallen timber; stinging and/or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards may not be marked or visible and weather can be unpredictable year-round.

- **Risks present in a livestock or farming operation**

Including risks associated with unpredictable animal behavior, administration of veterinary medicines and supplements, fence repair, tools associated with the care and butchering of livestock, the processing of meat, and both direct and indirect handling of animals.

- **Risks present in an apiary setting (honey bees)**

Including the likelihood of occasional stings even with protective clothing, allergic reaction to stings of both honey bees and/or other stinging insects, and risks associated with lifting heavy loads such as hives of frames, working with honey processing equipment and machinery such as honey extractors, and regular exposure to smoke when using a bee hive smoker to manage bee colonies.

- **Risks present in a crop production**

Including but not limited to risks associated with the use of tools, machinery, fertilizers, pesticides and the lifting of heavy loads.

- **Risks present when working with renewable energy sources**

Including but not limited to risks associated with use of specialized tools, machinery, chemicals, both DC and AC electricity in various voltages and at various amperage. Even when handled with extreme caution, equipment and protective gear can malfunction causing injury, damage or death.

- **Risks involved in horseback riding**

Riding or otherwise dealing in any way with horses includes risks. Horses are unpredictable in all circumstances. Without warning, horses can kick, bite, stomp, stumble, rear, bolt, fall down and react to the environment, sudden movements, noise, light, vehicles, people, other animals or objects. Horseback riding can involve equipment that may break, saddles that may slip and other riders who may not control their animals. **WARNING: Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.**

- **Risks involved in decision making and conduct**

Including without limitation, the risk that a BRCS staff member, representative, leader, guide, contractor, volunteer or co-participant 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.

- **Personal health and participation risks**

The risk that a participants' mental, physical or emotional condition/s (know or unknown, disclosed or undisclosed) combined with participant in these activities could result in injury, damage death or other loss. Although BRCS personnel may have reviewed participant's health and medical information, BRCS cannot anticipate or eliminate risks or complications posed by participant's mental, physical or emotional condition.

- **Service learning project risks**

Participant in service learning projects can include risks associated with activities such as digging, lifting, painting, construction, landscaping, trail repair and maintenance and clean-up projects. Projects may include the use of tools and equipment (e.g., drills, saws, power tools) that can cause injury resulting from use, misuse or malfunction.

- **Risks connected with geographic location**

Activities may take place, several hours from medical facilities, causing potential difficulties or delays in communication, transportation, evacuation and medical care.

- **Risks associated with premises**

Participants may cook, repair fences, or engage in other chores. In addition, steep mountain terrain (just behind the school buildings) and a fast moving irrigation ditch and other water bodies exist on the BRCS property, as well as boulders, ruts, slippery walkways, uneven ground or other conditions that may exist in and around BRCS grounds.

- **The risk that equipment in an activity**

May be misused, or may break, fail or malfunction. BRCS requires use of helmets for some activities. Helmets prevent or lessen head injuries in some instances; however, use of a helmet is not a guarantee of safety, and injury can occur even with the use of a helmet.

- **Risks associated with cooking and camping**

Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water may be contaminated and should be disinfected, filtered or boiled before use.

- **Free or unsupervised time**

Participants may have free or unsupervised time before, during and after the start of an expedition or activity, and at various other times. Unsupervised time may include free time and/or brief periods of time outdoors and alone. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.

- **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.

- **Such other risks**

That are generally associated with experiential learning, outdoor educational, and/or adventure activities.

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

- **I (participant and parent/s of a minor participant) agree:**

- To accurately complete the appropriate BRCS forms and to abide by the terms of those documents and all BRCS rules and policies;
- To review all BRCS program information and materials received, and understand that BRCS representatives are available should I have other questions about the nature and physical demands of these activities and the associated risks;
- If participant has any mental, physical or emotional conditions or limitations which might affect his/her ability to participate, I agree to disclose those to BRCS, and represent that participant is fully capable of participating without causing harm to him or herself or others;
- BRCS staff or contractors cannot assure participant's safety or eliminate any of these risks;
- Participant and his or her parent/s are responsible for any lost, stolen or damaged equipment.

Participant is voluntarily participating with knowledge of the risks. Therefore, participants (and parent/s of minors) assume and accept full responsibility for participant, for the inherent and other risks (both known and unknown) of these activities and for

any injury, damage, death or other loss suffered by participant (and parent/s of minors), resulting from those risks and /or resulting from participant's own negligence or other misconduct.

- **Release and Indemnity Agreement**

Please read carefully. This Release and Indemnity agreement contains a surrender of certain legal rights. I (adult participant, or parent/s for themselves and for and on behalf of their participant minor) agree as follows:

1. To release and agree not to sue BRCS

With respect to any and all claims, liabilities, suits or expenses (including attorney's fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participant in these activities, or use of BRCS equipment, facilities and or premises. **I understand that in signing this Document, I, my child and anyone acting on my or my child's behalf, surrender our respective rights to make a claim against BRCS 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) BRCS with respect to any and all claims brought by or on behalf of me, a family member, a co-participant or any other person for injury, damage, death or other loss in any way connected with my/my child's enrollment or participant in these activities, or use of BRCS equipment, facilities or premises. The Release and Indemnity Agreement includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

● **Conclusion**

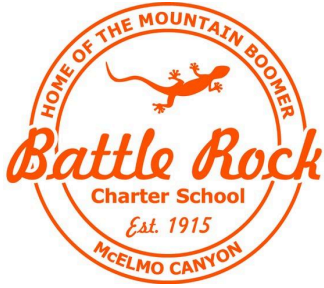
I (participant and parent/s of a minor participant) agree that the substantive laws of Colorado (without regard to its conflict of laws/rules) govern this Document, any dispute that I with BRCS and all other aspects of my relationship with BRCS, and that any mediation, suit or other proceeding must be filed or entered into only in Montezuma County, Colorado. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator.

I authorize BRCS staff, representatives, contractors or other medical personnel to obtain or provide medical care or administer over the counter medications for me/my child, to transport me/my child to a medical facility, and to provide treatment they consider necessary for me/my child's health. I agree to pay all costs associated with that care and transportation. I agree to the release (to or by BRCS) of any medical records necessary for treatment, referral, billing or insurance purposes.

BRCS reserves the right to remove any participant that staff believes, in their judgment, presents a safety concern or medical risk, is disruptive, or offensive conduct. Use of illegal drugs, tobacco products or alcohol are examples of conduct that can lead to early dismissal. If participant is dismissed or departs for any reason, participant (and his/her family) are responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise.

I authorize BRCS to take and use my or my child's photo, image or testimonial in any manner, for advertising, sale, audiovisual, electronic or other use, without compensation to me, and acknowledge that all negatives, positives and other reproductions are BRCS's property.

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



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Participant and parent/s of a minor participant agree:

I have carefully read, understood and voluntarily signed this Document 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. *One or both parent/s must sign below if the participant is under 18 years of age.*

ACKNOWLEDGMENT & ASSUMPTION OF RISKS AND RELEASE & INDEMNITY AGREEMENT

This Document replaces and supersedes any former BRCS Acknowledgment and Assumption of Risks & Release and Indemnity Agreement signed by participant and parent/s of minor participant.

Parent/Guardian Signature

Date