

## The Colorado Mountain Club - Acknowledgement of Risk and Release of Liability



I (or, in the case of a family membership, we) wish to belong to The Colorado Mountain Club and/or participate in activities, events or trips partially or wholly sponsored, organized, directed, conducted, or paid for by The Colorado Mountain Club, including its employees, agents, volunteers, instructors and members (collectively “the CMC”). In exchange for the ability to join and/or participate in such activities, events or trips (“CMC Activities”), by my/our signature on (and/or clicking on the CMC webpage to agree to) this Acknowledgement of Risk and Release of Liability (“Release”) I/we hereby irrevocably and unconditionally agree for myself/ourselves and my/our heirs, estate, insurers, successors and assigns as follows:

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**1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** I understand that any and all CMC Activities may be hazardous and may result in severe injury, loss, damage, or death. I understand that I am solely responsible for my own safety, and for taking every precaution to provide for my safety and well-being, while participating in CMC Activities. I understand that my skills will be challenged during CMC Activities. I understand that I am solely responsible for assuring that my physical conditioning, skills and equipment are adequate for me to participate safely in CMC Activities. I understand that the CMC has no obligation to provide medical care, and has not undertaken the responsibility to do so. I understand that the CMC is not a guide service. I understand that many CMC Activities are led by volunteers whose abilities, skills, equipment and actions are not independently controlled or verified by the CMC. I understand that CMC Activities involve inherent, serious risks and dangers that are impossible to know or predict, including but not limited to: narrow or nonexistent trails; rough, exposed, unstable, steep or slippery terrain; high-altitude illness; lightning; cold weather; avalanches, icefall or rockfall; wild or poisonous animals, insects or plants; dangerous river or water crossings; fires or floods; other forces of nature; equipment malfunctions or failure; extreme remoteness from medical facilities or rescue; travel by motor vehicles or other conveyance; acts or omissions by the CMC, its employees, agents, instructors, volunteers or members; and acts or omissions by other activity participants. I understand and have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily and freely choose to assume such risks.

**2. RELEASE FROM LIABILITY.** I fully and forever release and discharge the CMC, its volunteers, employees, agents, partners, leaders, instructors, members, guides, officers, directors, representatives, owners or operators of CMC Activities, facilities, equipment and vehicles, and all others involved in CMC Activities (the “Released Parties”) from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at any and all CMC Activities, including transportation related to CMC Activities, even if it is due to the negligence or other fault of the Released Parties.

**3. COVENANT NOT TO SUE.** I will not initiate any lawsuit, court action, or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with my participation in or attendance at any or all CMC Activities, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, or damages that I may experience related to CMC Activities, even if due to the negligence or other fault of the Released Parties. I waive my insurers’ right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means that my insurers have no right of subrogation against the Released Parties. If any portion of this Covenant Not to Sue is held to be invalid or unenforceable, I agree that the venue of any lawsuit shall be Golden, Colorado, and that, irrespective of any otherwise applicable choice-of-law statute, law or provision, Colorado statutory and substantive law shall apply to any such lawsuit.

**4. INDEMNITY.** I will hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my attendance at or participation in the Activity, including transportation related to CMC Activities. This means that I will reimburse the Released Parties if anyone makes a claim against them based on injuries, losses or damages I may suffer.

**5. NO INSURANCE; MEDICAL EXPENSES.** I understand that the CMC and others involved in CMC Activities do not provide me with any insurance, including life, medical, motor vehicle, or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at any CMC Activities. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all subsequent medical expenses associated with any illness, accident, or injury in connection with any CMC Activities.

**6. VALIDITY.** I intend this Release to apply in connection with any CMC Activities at anytime and anywhere in the world. If I have clicked on the CMC web page to signify acceptance of this Release, I agree that my doing so has the same force and effect as if I were to sign a printed copy of this Release. If family membership is applied for, by signing this release or by clicking on the CMC web page, each adult family member agrees to all of the terms and conditions of this Release. Upon request, I/we will immediately provide our signatures on a printed copy of this Release. If any portion of this Release is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Release supersedes any oral or written statements made by or to me at any time by anyone in connection with any CMC Activities. I understand that I cannot terminate, cancel, or revoke this Release for any reason.

**I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT (AND/OR BY CLICKING ON THE CMC WEB PAGE TO AGREE TO IT) I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.**

ADULT Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

ADULT Signature : \_\_\_\_\_ Date: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADULT Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

ADULT Signature : \_\_\_\_\_ Date: \_\_\_\_\_

ADULT Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

ADULT Signature : \_\_\_\_\_ Date: \_\_\_\_\_

**FOR ANY MINOR (A PERSON UNDER 18 YEARS OLD), THE MINOR'S PARENT OR GUARDIAN MUST ALSO READ AND SIGN (AND/OR CLICK ON THE CMC WEBPAGE ) TO AGREE TO THE FOLLOWING:**

**Parent/Guardian Release of Minor's Claims**

I am applying for family membership with the CMC and am the parent or legal guardian of a minor (the "Participant"). On behalf of the Participant, myself, the Participant's parents or guardians, heirs, estate, insurers, assigns and anyone else who may make any claim for or on behalf of the Participant, I hereby irrevocably and unconditionally:

- 1.** Agree to all of the terms of the above Acknowledgement of Risk and Release of Liability ("Release"). I understand and agree that all provisions of the Release, including but not limited to the Covenant Not to Sue and the Validity clauses, are incorporated herein by reference and apply to this Parent/Guardian Agreement as well.
- 2.** Agree to cause the Participant to comply with the terms of the above Release, and to review with the minor the risks and understandings set forth in the "Acknowledgement and Assumption of Risk" paragraph above prior to the minor's participation in any CMC Activities.
- 3.** Agree not to take any actions that would assist or cause the Participant to invalidate, renounce, negate, revoke, or disclaim any part of the Release.
- 4.** Agree to hold harmless, indemnify, and reimburse the Released Parties described in the Release from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by any of them to any person (including the Participant or insurers) in connection with any accident, injury (including death), loss, or damage arising out of the Participant's attendance at or participation in any CMC Activities (as defined in the Release), including transportation related to the CMC Activities.
- 5.** Authorize and permit the CMC, its employees, agents, volunteers, instructors and members to administer first aid to the Participant, emergency transportation, and any other medical treatment performed by physicians, paramedics, and other medical personnel, in the event of any illness, accident or injury to the Participant during or in CMC Activities.

**I HAVE READ THIS PARENT/GUARDIAN RELEASE OF MINOR'S CLAIMS AND THE PRECEDING ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY CAREFULLY. I FULLY UNDERSTAND THEIR CONTENTS AND I VOLUNTARILY AGREE TO THEIR TERMS.**

Minor Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Minor Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Minor Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_