

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.

Colorado Adventure Point, Greater Colorado Council, Scouting America, its employees, agents, directors, officers, sponsors, advertisers, volunteers, contractors, and subrogors (hereinafter CAP) hope that you and your child have a rewarding experience. We wish to inform you that climbing walls, games, archery & BB guns, (hereinafter CAP Activities) are not risk-free. The same elements that contribute to the unique character and fun of CAP Activities such as 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.

ACKNOWLEDGEMENT of and EXPRESS ASSUMPTION of the RISK

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

Indoor climbing walls like all recreation activities are hazardous. The obvious accidents that occur in climbing are falling. Whenever you fall you may fall only a few feet or to the floor. As you fall you may hit objects or the wall that are in your path. If the rope catches your fall, the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height. Equipment may fail. Improper use of the equipment or not properly tying in will result in injury. Climbing holds spin; as a hold is used it loosens causing the hold to spin in your hands. If you find a loose hold or spins, please notify management. As you climb you may pull out protection from the wall or it may become unclipped.

Youth and parents/guardians acknowledge that the Scouting organization emphasizes and REQUIRE the SAFE HANDLING and USE of firearms at ALL VENUES or LOCATIONS where firearms are present. Failure to adhere to this requirement may be grounds for removal from these activities and his/her or her parents are notified to come pick him/her up. Shooting events are run under the supervision of trained Instructors and Range Safety Officers (RSOs). I understand that for the purposes of this consent, "firearms" BB guns may lawfully be possessed by a minor under state and federal law, based on the age-appropriate programs in the BSA Shooting Sports Manual, Guide to Safe Scouting, and Sweet 16 publications. I understand that under C.R.S. § 13-21-111.8 ANY PERSON WHO ENGAGES IN SHOOTING SPORTS Activities AT A QUALIFYING SPORT SHOOTING RANGE, AS DEFINED UNDER C.R.S. § 25-12-109(2)(d), ASSUMES THE RISKS OF INJURY, DEATH AND PROPERTY DAMAGE ASSOCIATED WITH SHOOTING SPORTS Activities.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur while engaging in any of the CAP Activities 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.

You certify that you have reviewed this document with your family. You certify that you have examined the CAP website and looked at the information, risks, and videos posted on the company website. You certify that your family, including minor children and yourself, are fully capable of participating in all CAP Activities, demos, training, or programs. You state that you have read the above statement on some of the possible risks in this activity. Therefore, you assume full responsibility for yourself, and 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 CAP**. You hereby **expressly consent and assume all risks of the activity** for yourself and your family, including the risks associated with traveling to and from the activity. You also understand that CAP reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in CAP Activities. 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 Parent you agree to read and explain to any minor all posted signs and warnings, including instructions on the use of equipment as well as the risks outlined in this agreement, and agrees participants will obey all signs, and warnings posted and to obey instructions from staff.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

For the opportunity of CAP Activities with CAP as consideration, you agree to waive any legal right to any claim and agree to **indemnify** and **hold harmless** CAP, 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

PLEASE READ OTHER SIDE

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 activity** and **any negligence** of CAP, including claims for **negligent** hiring, instruction, operation, or other forms of negligence not normally associated with the Activity or associated with the business and employees. You agree that CAP has a **subrogation/right to indemnification** for your actions based on any permit, grant, contract, or agreement with third parties. You further **agree to release, acquit, and covenant not to sue** CAP, 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 CAP, negligence of another participant**, or negligence of your family, yourself, or your heirs, against CAP arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. **In short, you cannot sue CAP 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** CAP for any damages, costs, fees, or expenses CAP 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 CAP 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 **Jefferson 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 **Jefferson 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 CAP Activities trip has ended. No changes to this document are valid.

As liquidated damages, you hereby agree that if CAP 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 CAP's costs and attorney's fees if they successfully defend such action, lawsuit or litigation. You understand and agree that you are indemnifying CAP for any claim you may bring or for any injury you receive. If you do, you will pay the CAP's damages and costs, including attorney fees.

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 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.

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. I understand I am signing this for myself, my family, and my minor children.

PARTICIPANT SIGNATURE

ADDRESS

PRINTED NAME

CITY, STATE POSTAL CODE

EMAIL ADDRESS

TELEPHONE

DATE

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PLEASE READ OTHER SIDE