

PARTICIPANT AGREEMENT, INDEMNIFICATION AND ASSUMPTION OF RISK FOR MINORS
(Must be completed by parent or legal guardian for participants under the age of 18)

In consideration of the services of Kent Mountain Adventure Center, Inc. their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "K.M.A.C."), I hereby agree to release and discharge K.M.A.C. on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my child's participation in rock climbing activities entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
The risks may include, among other things: hazards of walking on uneven terrain; being struck by rockfall, icefall or other objects dislodged or thrown from above; the use of climbing ropes and equipment, including equipment failure; the forces of nature, including lightning, weather changes and avalanche; the risks of falling off the rock, mountain or into a crevasse; the risks of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity. Furthermore, K.M.A.C. guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. In consideration of _____ (print minor's name) ("Minor") being permitted by K.M.A.C. to participate in its activities and to use its equipment and facilities, I agree to indemnify and hold harmless K.M.A.C. from any and all Claims, demands, or causes of action which are brought by myself, and/or the minor and/or on behalf of the Minor against K.M.A.C., and which are in any way connected with such use or participation by Minor.

3. I expressly agree and promise to accept and assume for my child all of the risks existing in this activity. My child's participation in this activity is purely voluntary, and I elect to allow my child to participate in spite of the risks. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury.

4. Should K.M.A.C. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I hereby represent that the minor is in good health, that there are no special problems associated with the care of the minor, and that I have adequately informed K.M.A.C. personnel of any special instructions regarding the minor. I certify that I have adequate insurance to cover any injury or damage the minor may suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition my child may have.

6. In the event that I file a lawsuit against K.M.A.C., I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

7. I _____ hereby authorize and give full consent to K.M.A.C. to publish and/or copyright all photographs and videos in which my son or daughter _____ appears while enrolled in K.M.A.C. programs and activities. I further agree that K.M.A.C. may transfer these for any and all exhibitions, public displays, publications, commercials, and advertising purposes without limitation or reservation.

8. I authorize K.M.A.C. personnel to call for medical care for the minor or to transport the minor to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed by the minor. I further authorize appropriate personnel to render such medical treatment as is necessary for the health of the minor, in their professional opinion. I agree that once the minor is in the care of medical personnel or a medical facility, K.M.A.C. shall have no further responsibility for the minor and I agree to pay all costs associated with such medical care and transportation.

I do not wish my child to participate in the following activities: _____

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against K.M.A.C. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Parent or Guardian Signature: _____

Print Name: _____

Address: _____

Home Phone: _____ Work Phone: _____