

# The Adventure Company

## Participant Agreement, Release and Acknowledgment of Risk

In consideration of the services of The Adventure Company, Hammer Adventures, LLC; its owners, members, officers, directors, agents, employees, volunteers and all other persons or entities acting in any capacity on its behalf (herein after referred to as "The Adventure Company"), I hereby agree to release and discharge The Adventure Company, the towns of Buena Vista, Salida, Canon City, the Bureau of Land Management, the United States Forest Service, and Colorado State Parks, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- ★ \_\_\_\_\_  
Initials
1. I acknowledge outdoor activities, including instructions, entail known and inherent risks, as well as unknown/unanticipated risks which could result in serious physical or emotional injury, paralysis, death, drowning or damage to myself, third parties and my own or others' property. I understand such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

These activities include but are not limited to: 1) weather conditions that may change quickly, including wind, lightning, fog and excessive heat and sun; 2) hypothermia (being too cold) and hyperthermia (being too hot); 3) improper first aid, emergency treatment or other attempted rescue services, and the unavailability of life saving services or immediate medical attention in the case of injury; 4) my own physical condition and my own acts or omissions; 5) the consumption of tainted food or drink during the trip, including exposure to polluted or contaminated water; 6) my own or other participants; attempts to exceed our skills and/or act in a reckless manner; 7) my own failure or that of other participants to follow the safety guidelines and other instructions of The Adventure Company's guides/instructors; 8) improper use of equipment; 9) inadequate repair or maintenance of The Adventure Company's facilities and equipment; 10) manufacturing or other defects, both apparent and latent, in the equipment supplied or used by The Adventure Company; 11) vehicular or pedestrian accident while being transported or walking to or from The Adventure Company and its instructors, guides and employees, including insufficient instruction or assistance.

Furthermore, The Adventure Company's instructors and guides have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.

- ★ \_\_\_\_\_  
Initials
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

- ★ \_\_\_\_\_  
Initials
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless The Adventure Company from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or use of The Adventure Company's equipment or facilities, including any such claims which allege negligent acts or omissions of The Adventure Company.

- ★ \_\_\_\_\_  
Initials
4. Should The Adventure Company or anyone acting on its 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. I agree that substantive Colorado state law (and not only conflict of law rules) rather than the law of any other state jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in the state of Colorado. In the event that any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

★ \_\_\_\_\_ 5. I certify that I have insurance to cover injury or damage I may cause or suffer while participating, or else  
Initials I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such conditions.

By signing this document, I acknowledge that if I am hurt or any 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 The Adventure Company on the basis of any claim from which I have released 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.

Do not sign this release if you do not understand or do not agree with its terms. Please print legibly. Under 18 years of age, signature of parent or guardian is required.

★ SIGN HERE: \_\_\_\_\_

★ PLEASE PRINT ALL INFORMATION!

Participant Name: \_\_\_\_\_ Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone Number: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

OTHER ADULT PARTICIPANTS LIVING AT THE ABOVE ADDRESS, PLEASE READ THIS ENTIRE RELEASE FORM AND SIGN BELOW. ADULTS WITH MINORS, PLEASE LIST MINORS' NAMES BELOW.

- |          |          |
|----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

★ Do you or any member of your group listed above have any medical or health conditions that we should be aware of:  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please describe: \_\_\_\_\_  
Initials Initials \_\_\_\_\_