San Juan Mountains Association Release and Waiver of Liability

This Release and Waiver of Liability (the “Release”) executed by the undersigned (“Releasor”) on the date set forth below releases San Juan Mountains Association, a nonprofit corporation organized and existing under the laws of the State of Colorado and each of its directors, officers, employees, and agents (“Nonprofit” or “SJMA”). Releasor desires to, or desires that Releasor’s minor child, participate in an SJMA educational program, after-school program, camp activity or other outdoor activity operated by SJMA, which may include hiking, climbing, running, extensive exposure to the elements at high elevation, overnight stays in the outdoors, swimming, rafting, stream-crossing or portaging (collectively, “SJMA Events”). Releasor understands that, that Releasor, or Releasor’s minor child, is knowingly accepting the risks of participation in any SJMA Event, is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of participation in any such SJMA Event.

I understand that during my participation, or my minor child’s participation in any SJMA Event, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each SJMA Event and cannot be eliminated without destroying the unique character of the SJMA Event. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel and/or outdoor activities and that SJMA has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in SJMA Events and I appreciate that I, or my minor child, may have to exercise extra care for my own or my minor child’s person and for others around me in the face of such hazards. I further understand that during SJMA Events there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

1. WAIVER AND RELEASE: I, THE RELEASOR, ON BEHALF OF MYSELF AND MY MINOR CHILD PARTICIPANT IN AN SJMA EVENT (IF APPLICABLE), HEREBY AGREE TO WAIVE, RELEASE FROM LIABILITY AND FOREVER DISCHARGE CLAIMS AND HOLD HARMLESS NONPROFIT AND ITS SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OF NATURE, EITHER IN LAW OR IN EQUITY, INCLUDING ALL INJURIES AND DAMAGES, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION, OR MY MINOR CHILD’S PARTICIPATION, IN ANY ACTIVITIES ASSOCIATED WITH SJMA INCLUDING ANY SJMA EVENTS. I UNDERSTAND AND ACKNOWLEDGE THAT THIS RELEASE DISCHARGES NONPROFIT FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST NONPROFIT WITH RESPECT TO BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY ARISE FROM OR IN CONNECTION WITH ANY SJMA EVENT. I SPECIFICALLY UNDERSTAND THAT I AM RELEASING ANY AND ALL CLAIMS THAT ARISE OR MAY ARISE FROM ANY NEGLIGENT ACTS OR CONDUCT OF SJMA, ITS AFFILIATES, STAFF OPERATORS, EMPLOYEES, AGENTS, VOLUNTEERS AND OFFICERS, TO THE FULLEST EXTENT PERMITTED BY LAW. HOWEVER, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELEASE FOR CONDUCT THAT IS FOUND TO CONSTITUTE GROSS NEGLIGENCE OR INTENTIONAL CONDUCT.

(revised: 03/2020)
2. **Insurance**: Further I understand that Nonprofit does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of Nonprofit.

3. **Medical Treatment**: I hereby release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or any other medical services rendered in connection with any SJMA Event.

4. **Sunscreen and Insect Repellent**: I hereby release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any application of sunscreen or insect repellent applied to my minor child by SJMA with my consent.

5. **Assumption of Risk**: I understand that my participation in SJMA Events may include activities that may be hazardous to me including, but not limited to field/outdoor activities involving inherently dangerous activities. As a participant in an SJMA Event, I hereby expressly assume risk of injury or harm from these activities and release Nonprofit from all liability.

6. **Transportation**: I acknowledge and agree that the waiver contained herein waives my rights to claim damages or injuries related to any carpooling, transportation, or transit to and from SJMA Events, and I am personally responsible for all risks to myself or my minor child associated with any such carpooling, transportation or transit.

7. **Photographic Release**: I grant and convey to Nonprofit all right, title, and interests in any and all photographs, images, video or audio recordings of me or my likeness or voice made by Nonprofit in connection with my participation in an SJMA Event.

8. **Other**: I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected. By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Participant Name:____________________________________ Date of Birth ______________

Parent/Guardian Signature_________________________________________

Parent/Guardian Name ____________________________________________

Date_____________