

**ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.  
PARTICIPATION, WAIVER AND RELEASE AGREEMENT**

**PLEASE READ THIS ENTIRE FORM CAREFULLY BEFORE SIGNING. THIS FORM INCLUDES A RELEASE OF ADAPTIVE SPORTS CENTER'S LIABILITY.**

In consideration of being allowed to participate in any way in Adaptive Sports Center programs, related events and activities, I, being at least 18 years of age, for myself, my heirs, assigns and legal representatives, or if applicable, for my minor child or ward, his or her heirs, assigns and legal representatives, agree to the following:

1. I understand and acknowledge that I, or my minor child or ward, by participating in Adaptive Sports Center's programs and related events will be engaging in hazardous activities. These activities involve risk of serious injury, including permanent disability or death, social and economic losses, and property damage. I understand that these injuries might result not only from my own action, inactions, or **negligence**, but also from the actions, inactions, or **negligence** of others, or the condition of the terrain, natural and manmade hazards and obstacles, facilities, equipment or vehicles.
2. I have been given the opportunity to ask questions of appropriate Adaptive Sports Center personnel concerning such risks and hazards, and acknowledge that any questions have been satisfactorily answered. I have received sufficient information and time to make an informed decision about my, or my minor child's or ward's participation in the activities.
3. If I, or my minor child or ward, is participating in the Ropes and Challenge Course, I acknowledge that I have read and thoroughly understand the Ropes and Challenge Description Sheet that has been provided to me. I understand that not all risks can be foreseen or described in the Ropes and Challenge Course Activities Description Sheet. **Initial:** \_\_\_\_\_
4. I assume all of the foregoing risks associated with the Adaptive Sports Center's activities and waive any claim that I, or my minor child or ward, might have against the Adaptive Sports Center and its board members, employees, agents and volunteers as a result of injury, permanent disability, death, social and economic losses, and property damage incurred in the activities, even if caused by their **negligence**.
5. I further agree to hold the Adaptive Sports Center and its board members, employees, agents and volunteers harmless, and forever waive, release and discharge them from all liability for injury, death, loss (including attorneys' fees and costs) or damage to person or property, including rental or loaned equipment, which results from my, or my minor child's or ward's participation in the activities of the Adaptive Sports Center.
6. It is my intent to bind myself, my heirs, executor, administrators, legal representatives and assigns (or my minor child or ward and their heirs, executor, administrators, legal representatives and assigns).
7. This waiver and the release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under law. This Agreement shall be construed and enforced in accordance with Colorado law. Any civil action arising from this Agreement or my participation (or my minor child's or ward's participation) in Adaptive Sports Center's activities shall only be brought in District Court for Gunnison County, Colorado.

**BY SIGNING THIS PARTICIPATION WAIVER AND RELEASE AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS BY SIGNING IT. I FURTHER ACKNOWLEDGE THAT I HAVE NOT CHANGED THE AGREEMENT ORALLY, AND THAT I HAVE SIGNED IT VOLUNTARILY.**

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Parent or Guardian's Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DS/USA INSURANCE WAIVER & RELEASE OF LIABILITY FORM and MEDIA RELEASE FORM**

**Please note: there are two places on this sheet that require a signature**

**DS/USA INSURANCE WAIVER & RELEASE OF LIABILITY FORM**

In consideration of being allowed to participate in any way in DISABLED SPORTS USA's programs, related events, and activities, I and/or the minor participant, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:

1. Agree that prior to participating, I will inspect, or if a parent and/or legal guardian I will instruct the minor participant to inspect, the facilities and equipment to be used, and if I believe, to the best of my ability, that anything is unsafe, I and/or the minor participant will immediately advise DISABLED SPORTS USA of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that I and/or the minor participant, will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result only from my own actions, inactions or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks not known to me or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue DISABLED SPORTS USA, its affiliated clubs, their representative administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

**I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.**

**X** \_\_\_\_\_  
Participant's Name (PLEASE PRINT CLEARLY)      Signature      Date

**FOR PARTICIPANTS UNDER THE AGE OF 18**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

**X** \_\_\_\_\_  
Parent's Signature & Emergency Phone      Name & Date (PLEASE PRINT CLEARLY)

**MEDIA RELEASE FORM**

Name \_\_\_\_\_ Age \_\_\_\_\_ Male \_\_\_ Female \_\_\_

**MEDIA/PHOTO WAIVER:** I hereby authorize and give my full consent to the Adaptive Sports Center of Crested Butte, Inc. (ASC) and Disabled Sports USA to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending this ASC, DS/USA event. I further agree that ASC and/or DS/USA may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.

**X** \_\_\_\_\_  
Signature      Date