

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

PLEASE READ THIS ENTIRE FORM CAREFULLY, OR HAVE IT CAREFULLY READ TO YOU BEFORE SIGNING. THIS FORM INCLUDES A RELEASE OF ADAPTIVE SPORTS CENTER'S LIABILITY. SPECIFICALLY, I AM RELEASING THE FOLLOWING PARTIES: ADAPTIVE SPORTS CENTER OF CRESTED BUTTE, INC.; CRESTED BUTTE, LLC; RESORT ASSET MANAGEMENT, LLC; AND TRIPLE PEAKS, LLC., HEREAFTER KNOWN AS THE **"RELEASED PARTIES."**

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. I acknowledge that the Adaptive Sports Center (ASC) is not responsible for the use or condition of any personal equipment I choose to use during ASC activities. I understand that all personal equipment is to be operated under manufacturer's standards, including any evacuation, retention and/or safety systems. I understand that the ASC is not responsible for the modification(s) of any personal equipment that have been made and any consequences that arise thereof. It is my responsibility to be competent in the use of my personal equipment.
4. I acknowledge that in the event the Adaptive Sports Center (ASC) recommends lodging or procures lodging for me, ASC is not responsible for the condition of the lodging and that said lodging is not owned or operated in any way by ASC.
5. 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 **"Released Parties"** 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**.
6. I further agree to hold the **"Released Parties"** 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.
7. 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).
8. 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.

(Continued on the next page)

**BY SIGNING THIS PARTICIPATION WAIVER AND RELEASE AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT OR HAVE HAD IT READ TO ME, 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.**

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Participant's Printed Name

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Parent, Guardian, or Witness's Printed Name

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Signature

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Date

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Signature

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Date

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### **INFORMED CONSENT FOR THE USE OF EVALUATIVE DATA**

As part of the Adaptive Sports Center's commitment to improve the experience of its participants, it evaluates its programming. This evaluation includes asking participants to complete a survey about the impact of ASC's programming on them and their families. It also may involve other forms of data collection regarding a participant's experience in the program. If you choose to participate in the evaluation, NO identifying information will be shared with anyone outside the Adaptive Sports Center. Your privacy will be protected.

If you agree to participate in the evaluation please check the box below and provide your signature:

☐ I agree to participate in the evaluation. I acknowledge that my participation in this evaluation is voluntary. Once the evaluation is complete, I authorize transferring the information to a database for compilation and review. I authorize the use of the information, without my identifying information, in the Adaptive Sport Center's marketing and development materials.

☐ I choose not to participate in the evaluation at this time.

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Participant's Printed Name

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Parent, Guardian, or Witness's Printed Name

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Signature

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Date

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Signature

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Date

# Disabled Sports USA Waiver & Release of Liability, and Media Release Agreement

Disabled Sports USA, and its affiliated Chapters ("Released Parties") are non-commercial, not for profit activity providers. The purpose of this agreement is to exempt, waive and relieve Released Parties from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Parties. "Released Parties" include Disabled Sports USA, Adaptive Sports Center of Crested Butte and their representatives, administrators, directors, agents, coaches, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

**In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or Adaptive Sports Center of Crested Butte related events and activities, the Undersigned ("Undersigned" means only the Participant when the Participant is age 18 or older or it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18) agrees and acknowledges as follows:**

**1. Risks of Activity.** Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

**2. Release and Indemnification.** Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the activities.

**WARNING:** Under Colorado Law, an equine professional is not liable for injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-12-119, Colorado Revised Statutes.

**3. Helmet Use.** Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant's failure to use a helmet.

**4. Miscellaneous.** Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of CO and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Gunnison County, CO; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

## I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

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|-------------------------|---|------|
|                         |   |      |
| Participant's Signature | Participant's Name (please print clearly) | Date |

### FOR PARTICIPANTS UNDER THE AGE OF 18

Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the activities. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

|             |                                 |                            |              |                 |      |
|-------------|---------------------------------|----------------------------|--------------|-----------------|------|
|             |                                 |                            |              |                 |      |
| Minor's DOB | Parent/Legal Guardian Signature | Parent/Legal Guardian Name | Relationship | Emergency Phone | Date |

### MEDIA RELEASE FORM

**MEDIA/PHOTO WAIVER:** Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

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|---------------------------------|---|--------------|
|                                 |   |              |
| Participant's Signature         | Participant's Name (please print clearly) | Date         |
|                                 |   |              |
| Parent/Legal Guardian Signature | Parent/Legal Guardian Name                | Relationship |
|                                 |   | Date         |